

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 15-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. 1300789534	5. PROJECT NO. (If applicable) N/A
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6. ISSUED BY SPAWAR-NIWC Atlantic (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022 daniel.woppert@navy.mil 843-218-5974	CODE N65236	7. ADMINISTERED BY (If other than Item 6) SPAWAR-NIWC Atlantic (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022	CODE N65236	SCD: C
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) GROVE RESOURCE SOLUTIONS, INC 5295 Westview Drive, Ste 125 Frederick MD 21703	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7736 / N6523619F3040 10B. DATED (SEE ITEM 13) 01-Apr-2019
CAGE CODE 1RTX7 FACILITY CODE	[X]

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[X]	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). FAR 52.232-22 - Limitation of Funds
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] 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) Daniel S Woppert, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Daniel S Woppert (Signature of Contracting Officer)	15-Jun-2019

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 2 of 2	FINAL
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## GENERAL INFORMATION

### TOTAL AMOUNT OBLIGATED:

1. Correct the funded amount of SubCLIN 701201 to \_\_\_\_\_, instead of \_\_\_\_\_, as the incorrect funding amount was entered within P00002.

2. All other terms and conditions remain unchanged and in full force and effect.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \_\_\_\_\_ by \_\_\_\_\_ to \_\_\_\_\_.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
701201	O&MN,N			

The total value of the order is hereby increased from \_\_\_\_\_ by \_\_\_\_\_ to \_\_\_\_\_.

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 1 of 42	FINAL
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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
7001	R425	Base Year - Funding Source 1 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700101	R425	(WCF)					
700102	R425	(WCF)					
7002	R425	Base Year - Funding Source 2 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700201	R425	(WCF)					
7003	R425	Base Year - Funding Source 3 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7004	R425	Base Year - Funding Source 4 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7005	R425	Base Year - Funding Source 5 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700501	R425	(WCF)					
700502	R425	(WCF)					
7006	R425	Base Year - Funding Source 6 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700601	R425	(WCF)					
700602	R425	(WCF)					
7007	R425	Base Year - Funding Source 7 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700701	R425	(WCF)					
700702	R425	(WCF)					

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 2 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7008	R425	Base Year - Funding Source 8 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700801	R425	(WCF)					
700802	R425	(WCF)					
700803	R425	(WCF)					
700804	R425	(WCF)					
7009	R425	Base Year - Funding Source 9 - Support in accordance with the Performance Work Statement found in Section C. (WCF)	1.0	LO			
700901	R425	(WCF)					
700902	R425	(WCF)					
700903	R425	(WCF)					
700904	R425	(WCF)					
700905	R425	(WCF)					
700906	R425	(WCF)					
7010	R425	Base Year - Funding Source 10 - Support in accordance with the Performance Work Statement found in Section C. (O&MN,N)	1.0	LO			
701001	R425	(O&MN,N)					
7011	R425	Base Year - Funding Source 11 - Support in accordance with the Performance Work Statement found in Section C. (O&MN,N)	1.0	LO			
701101	R425	(O&MN,N)					
701102	R425	(O&MN,N)					
7012	R425	Base Year - Funding Source 12 - Support in accordance with the Performance Work Statement found in Section C. (O&MN,N)	1.0	LO			
701201	R425	(O&MN,N)					
7013	R425	Base Year - Funding Source 13 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 3 of 42	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7014		Base Year CDRLS - Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Option Year 01 - Funding Source 1 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7102	R425	Option Year 01 - Funding Source 2 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7103	R425	Option Year 01 - Funding Source 3 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7104	R425	Option Year 01 - Funding Source 4 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7105	R425	Option Year 01 - Funding Source 5 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7106	R425	Option Year 01 - Funding Source 6 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7107	R425	Option Year 01 - Funding Source 7 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7108	R425	Option Year 01 - Funding Source 8 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 4 of 42	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7109	R425	Option Year 01 - Funding Source 9 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7110	R425	Option Year 01 - Funding Source 10 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7111	R425	Option Year 01 - Funding Source 11 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7112	R425	Option Year 01 - Funding Source 12 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7113	R425	Option Year 01 - Funding Source 13 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7114		Option Year 01 CDRLs - Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	Option Year 02 - Funding Source 1 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7202	R425	Option Year 02 - Funding Source 2 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 5 of 42	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7203	R425	Option Year 02 - Funding Source 3 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7204	R425	Option Year 02 - Funding Source 4 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7205	R425	Option Year 02 - Funding Source 5 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7206	R425	Option Year 02 - Funding Source 6 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7207	R425	Option Year 02 - Funding Source 7 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7208	R425	Option Year 02 - Funding Source 8 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7209	R425	Option Year 02 - Funding Source 9 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7210	R425	Option Year 02 - Funding Source 10 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7211	R425	Option Year 02 - Funding Source 11 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 6 of 42	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7212	R425	Option Year 02 - Funding Source 12 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7213	R425	Option Year 02 - Funding Source 13 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7214		Option Year 02 CDRLs - Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R425	Option Year 03 - Funding Source 1 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7302	R425	Option Year 03 - Funding Source 2 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7303	R425	Option Year 03 - Funding Source 3 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7304	R425	Option Year 03 - Funding Source 4 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					
7305	R425	Option Year 03 - Funding Source 5 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)	1.0	LO			
		Option					



CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 7 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7306	R425	Option Year 03 - Funding Source 6 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7307	R425	Option Year 03 - Funding Source 7 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7308	R425	Option Year 03 - Funding Source 8 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7309	R425	Option Year 03 - Funding Source 9 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7310	R425	Option Year 03 - Funding Source 10 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7311	R425	Option Year 03 - Funding Source 11 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7312	R425	Option Year 03 - Funding Source 12 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7313	R425	Option Year 03 - Funding Source 13 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 8 of 42	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7314		Option Year 03 CDRLs - Not Separately Priced	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R425	Option Year 04 - Funding Source 1 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7402	R425	Option Year 04 - Funding Source 2 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7403	R425	Option Year 04 - Funding Source 3 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7404	R425	Option Year 04 - Funding Source 4 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7405	R425	Option Year 04 - Funding Source 5 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7406	R425	Option Year 04 - Funding Source 6 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7407	R425	Option Year 04 - Funding Source 7 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7408	R425	Option Year 04 - Funding Source 8 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 9 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7409	R425	Option Year 04 - Funding Source 9 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7410	R425	Option Year 04 - Funding Source 10 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7411	R425	Option Year 04 - Funding Source 11 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7412	R425	Option Year 04 - Funding Source 12 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			
7413	R425	Option Year 04 - Funding Source 13 - Support in accordance with the Performance Work Statement found in Section C. (Fund Type - TBD)  Option	1.0	LO			

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7414		Option Year 04 CDRLs - Not Separately Priced	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9001	R425	Base Year ODCs - Warehousing - Per Prime Pricing Model Funding Source 9 ONLY Option exercised as part of P00002 and ceiling re-aligned to Base Year ODC CLIN 9009 so that it aligned with the corresponding Base Year Labor CLIN 7009. (Fund Type - TBD)	1.0	LO			
9002	R425	Base Year ODCs - Aligns to Base Year Labor CLIN 7002. (Fund Type - TBD)	1.0	LO			
9008	R425	Base Year ODCs - Aligns to Base Year Labor CLIN 7008. (WCF)	1.0	LO			

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 10 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900801	R425	(WCF)			
900802	R425	(WCF)			
9009	R425	Base Year ODCs - Aligns to Base Year Labor CLIN 7009. (WCF)	1.0	LO	
900901	R425	(WCF)			
900902	R425	(WCF)			
900903	R425	(WCF)			
9010	R425	Base Year ODCs - Aligns to Base Year Labor CLIN 7010. (O&MN,N)	1.0	LO	
901001	R425	(O&MN,N)			
9011	R425	Base Year ODCs - Aligns to Base Year Labor CLIN 7011. (O&MN,N)	1.0	LO	
901101	R425	(O&MN,N)			
9101	R425	Option Year 01 ODCs - Warehousing (Option) - Per Prime Pricing Model Funding Source 9 ONLY (Fund Type - TBD)  Option	1.0	LO	
9102	R425	Option Year 01 ODCs - All other Prime Pricing Model funding sources (Fund Type - TBD)  Option	1.0	LO	
9201	R425	Option Year 02 ODCs - Warehousing (Option) - Per Prime Pricing Model Funding Source 9 ONLY. (Fund Type - TBD)  Option	1.0	LO	
9202	R425	Option Year 02 ODCs - All other Prime Pricing Model funding sources (Fund Type - TBD)  Option	1.0	LO	
9301	R425	Option Year 03 ODCs - Warehousing (Option) - Per Prime Pricing Model Funding Source 9 ONLY (Fund Type - TBD)  Option	1.0	LO	
9302	R425	Option Year 03 ODCs - All other Prime Pricing Model funding sources (Fund Type - TBD)  Option	1.0	LO	
9401	R425	Option Year 04 ODCs - Warehousing (Option) - Per Prime Pricing Model Funding Source 9 ONLY (Fund Type - TBD)  Option	1.0	LO	
9402	R425	Option Year 04 ODCs - All other Prime Pricing Model funding sources (Fund Type - TBD)  Option	1.0	LO	

**SECTION B NOTES**

NOTES

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 11 of 42	FINAL
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1. Option CLINS 9009, 9101, 9201, 9301, and 9401 are Cost line items for warehouse requirements. These options may be exercised in accordance with FAR 52.217-7 and at any time within the dates identified below:

<u>ITEMS</u>	<u>OPTION EXERCISE DATE</u>
9009	06/13/2019 - 03/31/2020
9101	From 13 <sup>th</sup> month through 24 months after task order award
9201	From 25 <sup>th</sup> month through 36 months after task order award
9301	From 37 <sup>th</sup> month through 48 months after task order award
9401	From 49 <sup>th</sup> month through 60 months after task order award

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

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

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

Year	CLINs	Fixed Fee Hours	Fee per Direct Labor Hour
Base Year	7001 through 7013		
Option Year 01	7101 through 7113		
Option Year 02	7201 through 7213		
Option Year 03	7301 through 7313		
Option Year 04	7401 through 7413		

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 12 of 42	FINAL
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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

Performance Work Statement (PWS) is included in Section J as a .word file due to formatting/system limitations in Seaport.

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 13 of 42	FINAL
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## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 14 of 42	FINAL
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## **SECTION E INSPECTION AND ACCEPTANCE**

### **REFERENCE CLAUSE TITLE & DATE**

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



CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 15 of 42	FINAL
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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	4/1/2019 - 3/31/2020
7002	6/13/2019 - 3/31/2020
7005	4/1/2019 - 3/31/2020
7006	4/1/2019 - 3/31/2020
7007	4/1/2019 - 3/31/2020
7008	4/1/2019 - 3/31/2020
7009	4/1/2019 - 3/31/2020
7010	6/13/2019 - 3/31/2020
7011	4/19/2019 - 3/31/2020
7012	6/13/2019 - 3/31/2020
9001	6/13/2019 - 3/31/2020
9002	4/1/2019 - 3/31/2020
9008	6/13/2019 - 3/31/2020
9009	6/13/2019 - 3/31/2020
9010	6/13/2019 - 3/31/2020
9011	6/13/2019 - 3/31/2020

Base Year CLINs 7001 through 7013 and CLINs 9001-9002, and 9008-9011: Date of award through one year thereafter.

Option Periods in 7000\*/7100/7200/7300/7400 series: Date of Option Exercise through twelve (12) months thereafter award.

\*CLINs 7003, 7004, and 7013 that are identified as a Base Year requirement (s) in Section B are designated as an Option. These options may be exercised in accordance with Clause 5252.217.9203.

Option Periods for ODCs in 9100/9200/9300/9400 series: Date of Option Exercise through end of existing Base Year/Option Year Period of Performance.

The above periods of performance for the options to extend the term of the task order, and the options for increased quantity, shall apply only if the Government exercises the options as stated in Section B in accordance with the task order clause at FAR 52.217-9 "Option to Extend the Term of the Contract" or FAR 52.217-7 "Option for Increased Quantity – Separately Priced Line Item", as applicable.

### CLAUSES INCORPORATED BY REFERENCE

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

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 16 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

The SPAWAR Atlantic Ombudsman is Robin B. Rourk, (843) 218-5115.

The PGI Payment Instructions utilized for this Task Order shall be DFARS PGI 204.7108(d)(12), as stated below, and shall be paid in accordance with each individual invoice/voucher:

G-TXT-07B PAYMENT INSTRUCTIONS-OTHER (PGI 204.7108 (d)(12) OTHER)

This task order/contract is a cost-type contract funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

(End of text)

### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

### 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.

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 17 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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\_\_\_\_\_

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

\_\_\_N65236\_\_\_\_\_

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N65236
Admin DoDAAC	N65236
Inspect By DoDAAC	N65236
Ship To Code	N65236
Ship From Code	N/A
Mark For Code	N65236
Service Approver (DoDAAC)	N65236
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N65236
DCAA Auditor DoDAAC	HAA211
Other DoDAAC(s)	N/A

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

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 18 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

\_\_Gregg Cromer, 843-218-4944, [Gregg.cromer@navy.mil](mailto:Gregg.cromer@navy.mil)\_\_\_\_\_

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(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.

\_\_LaVerne Brown, 843-218-5926, [Laverne.brown@navy.mil](mailto:Laverne.brown@navy.mil)\_\_\_\_\_

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

(End of clause)

#### **5252.201-9201 Designation of Contracting officer's Representative (Mar 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

##### CONTRACTING OFFICER REPRESENTATIVE

Name: Gregg Cromer

Code: 56210

Address: 1 Innovation Drive, Hanahan, SC

Phone Number:843-218-4944

Email: [Gregg.cromer@navy.mil](mailto:Gregg.cromer@navy.mil)

(b) It is emphasized that **only** the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

#### **5252.216-9210 TYPE OF CONTRACT (DEC 1999)**

This is a **Cost Plus Fixed-Fee, Level of Effort (Labor) and Cost (ODCs)** task order.

#### **5252.232-9206 SEGREGATION OF COSTS (DEC 2003)**

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task, or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 19 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electron Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer and
- (2) to the Procuring Contracting Officer.

Accounting Data

SLINID	PR Number	Amount
700101	130068031500002	
LLA :		
AA 97X4930 NH3S 257 77777 0 050120 2F 000000 A00004989088		
Standard Number: N0010419WX49084		
NWA #: 100001424730 0160		
700501	130068031500003	
LLA :		
AB 97X4930 NH3S 251 77777 0 050120 2F 000000 A10004989088		
Standard Number: N0010419WXL1030		
NWA #: 100001418644 0020		
700601	130068031500004	
LLA :		
AC 97X4930 NH3S 257 77777 0 050120 2F 000000 A20004989088		
Standard Number: N0010419WXL1002		
NWA #: 100001418642 0010		
700602	130068031500005	
LLA :		
AD 97X4930 NH3S 257 77777 0 050120 2F 000000 A30004989088		
Standard Number: N0010419WXL1003		
NWA #: 100001418643 0010		
700701	130068031500006	
LLA :		
AE 97X4930 NH3S 257 77777 0 050120 2F 000000 A40004989088		
Standard Number: N0010419WXL1032		
NWA #: 100001417453 0010		
700702	130068031500007	
LLA :		
AF 97X4930 NH3S 257 77777 0 050120 2F 000000 A50004989088		
Standard Number: N0010419WXL1033		
NWA #: 100001417459 0010		
700801	130068031500008	
LLA :		
AG 97X4930 NH3S 251 77777 0 050120 2F 000000 A60004989088		
Standard Number: N0010419WXL1042		
NWA #: 100001435451 0170		
700802	130068031500009	
LLA :		
AH 97X4930 NH3S 251 77777 0 050120 2F 000000 A70004989088		
Standard Number: N0010419WXL1043		
NWA #: 100001435452 0050		
700803	130068031500010	
LLA :		
AJ 97X4930 NH3S 251 77777 0 050120 2F 000000 A80004989088		

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 20 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Standard Number: N0010419WXL1040  
NWA #: 100001435453 0110

700804 130068031500011  
LLA :  
AK 97X4930 NH3S 251 77777 0 050120 2F 000000 A90004989088  
Standard Number: N0010419WXL1041  
NWA #: 100001435454 0100

700901 130068031500012  
LLA :  
AL 97X4930 NH3S 257 77777 0 050120 2F 000000 B00004989088  
Standard Number: N0010419WXL1028  
NWA #: 100001435761 0070

700902 130068031500013  
LLA :  
AM 97X4930 NH3S 257 77777 0 050120 2F 000000 B10004989088  
Standard Number: N0010419WXL1029  
NWA #: 100001435446 0040

700903 130068031500014  
LLA :  
AN 97X4930 NH3S 257 77777 0 050120 2F 000000 B20004989088  
Standard Number: N0010419WXL1027  
NWA #: 100001418649 0010

BASE Funding  
Cumulative Funding

MOD P00001

701101 130077815300001  
LLA :  
AP 1791804 5C6C 310 00039 0 050120 2D 000000 A00004988682  
Standard Number: N0003919WX00208  
NWA #: BS-007919.0202020106

MOD P00001 Funding  
Cumulative Funding

MOD P00002

700102 130078970500001  
LLA :  
AQ 97X4930 NH3S 257 77777 0 050120 2F 000000 A00005078522  
Standard Number: N0010419WX49084  
NWA #: 100001424730 0160

700201 130078970500002  
LLA :  
AR 97X4930 NH3S 257 77777 0 050120 2F 000000 A10005078522  
Standard Number: F3QL026305J001  
NWA #: 100001223235 0090

700502 130078970500003  
LLA :  
AS 97X4930 NH3S 257 77777 0 050120 2F 000000 A20005078522  
Standard Number: N0010419WXL1031  
NWA #: 100001418646 0020

700904 130078970500004  
LLA :  
AT 97X4930 NH3S 257 77777 0 050120 2F 000000 A30005078522  
Standard Number: N0010419WXL1026  
NWA #: 100001418648 0070

700905 130078970500005

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 21 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

LLA :

AU 97X4930 NH3S 257 77777 0 050120 2F 000000 A40005078522  
Standard Number: N0010419WXL1020  
NWA #: 100001431566 0030

700906 130078970500006

LLA :

AV 97X4930 NH3S 257 77777 0 050120 2F 000000 A60005078522  
Standard Number: N0010419WXL1019  
NWA #: 100001431567 0020

701001 130078966000001

LLA :

AW 97X4930 NH3S 257 77777 0 050120 2F 000000 A00005079596  
Standard Number: 70Z04419KPC6303  
NWA #: 100001412563.CTR1

701102 130078953300001

LLA :

AX 1791804 5C6C 257 00039 0 050120 2D 000000 A00005076593  
Standard Number: N0003919WX00208  
NWA #: BS-007919.0202020106

701201 130078953400001

LLA :

AY 1791804 5C1C 257 00039 0 050120 2D 000000 A00005076595  
Standard Number: N0003919WX00080  
NWA #: BS-017019.0201030103

900801 130078970500010

LLA :

AZ 97X4930 NH3S 257 77777 0 050120 2F 000000 A70005078522  
Standard Number: N0010419WXL1043  
NWA #: 100001435452 0050

900802 130078970500011

LLA :

BA 97X4930 NH3S 257 77777 0 050120 2F 000000 A80005078522  
Standard Number: N0010419WXL1041  
NWA #: 100001435454 0100

900901 130078970500007

LLA :

BB 97X4930 NH3S 257 77777 0 050120 2F 000000 A50005078522  
Standard Number: N0010419WXL1028  
NWA #: 100001435761 0070

900902 130078970500008

LLA :

BB 97X4930 NH3S 257 77777 0 050120 2F 000000 A50005078522  
Standard Number: N0010419WXL1028  
NWA #: 100001435761 0070

900903 130078970500009

LLA :

BB 97X4930 NH3S 257 77777 0 050120 2F 000000 A50005078522  
Standard Number: N0010419WXL1028  
NWA #: 100001435761 0070

901001 130078966000002

LLA :

AW 97X4930 NH3S 257 77777 0 050120 2F 000000 A00005079596  
Standard Number: 70Z04419KPC6303  
NWA #: 100001412563.CTR1

901101 130078953300002

LLA :

AX 1791804 5C6C 257 00039 0 050120 2D 000000 A00005076593  
Standard Number: N0003919WX00208  
NWA #: BS-007919.0202020106

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 22 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

MOD P00002 Funding  
Cumulative Funding

MOD P00003

701201 130078953400001  
LLA :  
AY 1791804 5C1C 257 00039 0 050120 2D 000000 A00005076595  
Standard Number: N0003919WX00080  
NWA #: BS-017019.0201030103

MOD P00003 Funding  
Cumulative Funding



CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 23 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.217-9203 EXERCISE OF OPTION

The Government, at any time after effective date of the task order, may require the Contractor to furnish the Option Items identified as a Base Year requirement in Section B for delivery at the time(s), place(s) and at the price(s) set forth herein. This option shall be exercised, if at all, by written notice signed by the Contracting Officer and sent at any time during the option exercise dates listed below:

ITEMS	OPTION EXERCISE DATE
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7003, 7004, and 7013	From the date of task order award through one year thereafter.
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### 5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

(a) A contractor picture badge may be issued to contractor personnel by SPAWARSYSCEN Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the task order authorizes performance at SPAWARSYSCEN Atlantic prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SPAWARSYSCEN Atlantic a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

### 5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

### 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 task order for the base and all available options shall be \_\_\_\_\_ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 24 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(d) The level of effort for this contract shall be expended at an average rate of approximately 2,509.0 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:

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

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 subcontractor information.

(j) Alternative worksite arrangements are not permitted on this Task Order.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 25 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

**5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION  
(APRIL 2010)**

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2)

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 26 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

**5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) -- ALTERNATE II (SEPT 2001)**

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 27 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's 60 home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge,

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 28 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18 + 18 - 14 = 22).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).*

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 29 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

(End of Clause)

**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:

ESTIMATED

ITEM(S) CLIN	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
7001			04/01/2019-03/31/2020
7002			06/13/2019-03/31/2020
7005			04/01/2019-03/31/2020
7006			04/01/2019-03/31/2020
7007			04/01/2019-03/31/2020
7008			04/01/2019-03/31/2020
7009			04/01/2019-03/31/2020
7010			06/13/2019-03/31/2020
7011			04/19/2019-03/31/2020
7012			06/13/2019-03/31/2020
9008			06/13/2019-03/31/2020
9009			06/13/2019-03/31/2020
9010			06/13/2019-03/31/2020
9011			06/13/2019-03/31/2020

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

(c) CLINs/SLINs     \* are fully funded and performance under these CLINs/SLINs is subject to the

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 30 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 provided at task order award***

(End of Text)

**5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (NAVAIR) (FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <https://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [ X ] or total contract/agreement basis [    ].



CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 31 of 42	FINAL
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## SECTION I CONTRACT CLAUSES

### REFERENCE CLAUSE TITLE & DATE

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)  
 252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016)  
 252.246-7008 SOURCES OF ELECTRONIC PARTS (DEC 2017)

### **52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (MAR 1989).**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *See Section B Notes*. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

### **52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 options under this clause, shall not exceed five years.

### **52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (DEVIATION 2019-O0003) (DEC 2018)**

(a) *Definition.* "Small business concern," 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.*

(1) For a contract at or below the simplified acquisition threshold, a small business concern may provide the end item of any domestic firm. For a contract exceeding the simplified acquisition threshold, a small business concern that provides an end item it did not manufacture, process, or produce, shall—

- (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 32 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

outlying areas;

(ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and

(iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.

(2) Paragraph (d)(1) of this clause does not apply to construction or service contracts.

(End of clause)

#### **52.219-14 -- LIMITATIONS ON SUBCONTRACTING (DEVIATION 2019-O0003) (DEC 2018)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition.* As used in this clause—

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award and that is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(c) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Agreement.* By submission of an offer and execution of a contract, the Offeror/Contractor agrees in performance of the contract in the case of a contract for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a non-manufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 33 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(e) of this clause will be performed by the aggregate of the joint venture participants.

**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 *TBD at time of TO Award* 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.

(End of Clause)

**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*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>
Accounting Clerk I (SCA 01011)	GS-2
Computer Systems Analyst II (SCA 14102)	GS-11
Electronics Technician Maintenance I (SCA 23181)	WG-8
Electronics Technician Maintenance II (SCA 23182)	WG-9

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 34 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Electronics Technician Maintenance III (SCA 23183)	WG-10
Engineering Technician III (SCA 30083)	GS-5
Machinist, Maintenance (SCA 23550)	WG-10
Supply Technician (SCA 01410)	GS-7
Warehouse Specialist (SCA 21410)	WG-5
Word Processor I (SCA 01611)	GS-3

(End of Clause)

## 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

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

“Automatic identification device” means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

“Concatenated unique item identifier” means—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

“Data matrix” means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at

[http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html)

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency. “Government’s unit acquisition cost” means—

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 35 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://uid/uii\\_types.html](http://uid/uii_types.html)

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 36 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

[//www.acq.osd.mil/dpap/pdi](http://www.acq.osd.mil/dpap/pdi).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) *Unique item identifier.*

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 37 of 42	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Contract Line, Subline, or

Exhibit Line Item Number Item Description

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number \_\_\_\_\_.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number \_\_\_\_\_.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology – International symbology specification – Data matrix; ECC200 data matrix specification.

(4) *Data syntax and semantics of unique item identifiers.* The Contractor shall ensure that—

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology – EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology – Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) *Unique item identifier.*

(i) The Contractor shall—

(A) Determine whether to—

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 38 of 42	FINAL
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- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code—
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number (if there is serialization within the original part number).
  - (6) Lot or batch number (if there is serialization within the lot or batch number).
  - (7) Current part number (optional and only if not the same as the original part number).
  - (8) Current part number effective date (optional and only if current part number is used).
  - (9) Serial number (if concatenated unique item identifier is used).
  - (10) Government's unit acquisition cost.
  - (11) Unit of measure.
  - (12) Type designation of the item as specified in the contract schedule, if any.
  - (13) Whether the item is an item of Special Tooling or Special Test Equipment.
  - (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the



CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 39 of 42	FINAL
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Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 40 of 42	FINAL
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- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*
- (10) Serial number (if concatenated unique item identifier is used).\*\*
- (11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods—

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (*fill in*) for Embedded Items, Contract Data Requirements List, DD Form 1423.\_\_\_\_, Unique Item Identifier Report

(g) *Subcontracts* If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## **252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)**

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 41 of 42	FINAL
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Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the

Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

CONTRACT NO. N00178-14-D-7736	DELIVERY ORDER NO. N6523619F3040	AMENDMENT/MODIFICATION NO. P00003	PAGE 42 of 42	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

Attachments 1A and 1B - Reference Information Sheets

Attachment 2B - Subcontractor Pricing Model

Attachment 3 - Quality Assurance Surveillance Plan

Attachment 4 - CAP List

Attachment 5 - GFP List

Attachment 6 - Wage Determination Charleston SC

Attachment 7 - Wage Determination Norfolk VA

Attachment 8 - Acronym List

Attachment 10 - DD 254

CDRL A002

CDRL A003

CDRL A004

CDRL A005

CDRL A006

CDRL A007

CDRL A008

CDRL A009

CDRL A010

CDRL A011

CDRL A012

Attachment 2A - Prime Pricing Model

CDRL A001

CDRL A013

Attachment 9 - Personnel Qualifications