

# Naval Sea Systems Command (NAVSEA) IDIQ Contract

## N00024-17-D-6421

**PERIOD OF PERFORMANCE** 27 September 2017 - 26 September 2027

Base {CLINs 0001 & 0002}: 27 September 2017 - 31 January 2023

Option { CLINs 0003 & 0004}: 31 January 2023 - 26 September 2027

**CURRENT CEILING** \$1,480,280,193

Base Ceiling: \$672,730,375

Option Ceiling: \$807,549,836

**CURRENT LOE** 72,466

Base LOE: 36,961

Option LOE: 35,505

|        |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A00001 | Government Property Transfer                                                                                                                                                                                                                                                                                                                                                                                               |
| P00001 | Deletes Clarification Clause in Sec C referencing FAR 52.212-4 and deletes FAR Clauses 52.212-4 and 52.222-20 in Sec I.                                                                                                                                                                                                                                                                                                    |
| A00002 | Admin Mod to delete DFARS 252.245-7004 & replace w/DFARS 252.245-7004 Reporting , Reutilization, and Disposal (DEVIATION 2022-O0006)                                                                                                                                                                                                                                                                                       |
| P00002 | Adds FAR Clauses FAR 52.204-24 and FAR 52.204-25 in Sec I.                                                                                                                                                                                                                                                                                                                                                                 |
| P00003 | Realigns ceiling from CLIN 0003 to CLIN 0001                                                                                                                                                                                                                                                                                                                                                                               |
| A00003 | Government Property Transfer                                                                                                                                                                                                                                                                                                                                                                                               |
| P00004 | Agreement for Special Use Allowance                                                                                                                                                                                                                                                                                                                                                                                        |
| P00005 | Adds DFARS Clause 252.223-7999 Ensuring Adequate COVID-19 Safety Protocols                                                                                                                                                                                                                                                                                                                                                 |
| P00006 | Updates SUA Agreement with final construction costs                                                                                                                                                                                                                                                                                                                                                                        |
| P00007 | Extends CLIN 0001 to 31 JAN 2023 and realigns ceiling from CLIN 0003 to CLIN 0001                                                                                                                                                                                                                                                                                                                                          |
| P00008 | Exercises Option CLIN 0003 and Increases Ceiling to \$1,090,280,193 And Extends PoP to 30 January 2028                                                                                                                                                                                                                                                                                                                     |
| P00009 | Adds FAR 52.204-27 Prohibition on a ByteDance Covered Application June 2023 and Revises the DD254                                                                                                                                                                                                                                                                                                                          |
| P00010 | Admin Mod to Change the DFAS Payment Center                                                                                                                                                                                                                                                                                                                                                                                |
| P00011 | Realign Contract ceiling between CLINs 0001 and 0003 And Updates Contract Administration Data                                                                                                                                                                                                                                                                                                                              |
| P00012 | Updates Clauses 52.244-6 (Dev) and 252.242-7006                                                                                                                                                                                                                                                                                                                                                                            |
| P00013 | Increases Option CLIN 0003 Ceiling to \$1,480,280,193 and Corrects PoP End Date to 26 September 2027                                                                                                                                                                                                                                                                                                                       |
| P00014 | Updates Points of Contact for SEA 05TU; Updates Contract Clauses to Incorporate DFAR Clause 252.239-7018                                                                                                                                                                                                                                                                                                                   |
| P00015 | Updated DFAS Payment Center to West Entitlement Operations; Update Special Contract Requirements to Incorporate Defense Technical Information Center (DTIC) language; Update contract clauses to incorporate FAR 52.222-90 Addressing DEI and DFAR 252.235-7011 Final Scientific or Technical Report; Update Section J- List of Documents, Exhibits and Other Attachments, to incorporate Attachment 6- TD dated 9/10/2026 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                              |                                                                                                                                                                   |                                                                                             |                                                                  |                     |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------|---------|
| <b>AWARD/CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) |                                                                                                                                                                   | RATING<br>DO-A7                                                                             | PAGE OF PAGES<br>1   69                                          |                     |         |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>N00024-17-D-6421                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | 3. EFFECTIVE DATE<br>See Block 20C.                          |                                                                                                                                                                   | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>N00024-15-NR-03645                           |                                                                  |                     |         |
| 5. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND<br>STOP 2040 1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                         | CODE N00024                                                  | 6. ADMINISTERED BY (If other than Item 5)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |                                                                                             | CODE N66018                                                      |                     |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                         |                                                              | 8. DELIVERY<br>[ ] FOB ORIGIN [X] OTHER (See below)                                                                                                               |                                                                                             |                                                                  |                     |         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                         |                                                              | 9. DISCOUNT FOR PROMPT PAYMENT                                                                                                                                    |                                                                                             |                                                                  |                     |         |
| CODE 55354                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                         | FACILITY CODE                                                |                                                                                                                                                                   | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN: |                                                                  |                     |         |
| 11. SHIP TO/MARK FOR<br><br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                         | CODE                                                         | 12. PAYMENT WILL BE MADE BY<br>DFAS-COMWEST ENTITLEMENT OPNS<br>P O BOX 182381<br>DFAS-CD-JW<br>COLUMBUS OH 43218-2381                                            |                                                                                             | CODE HQ0339                                                      |                     |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[X] 10 U.S.C. 2304(c)(3) [ ] 41 U.S.C. 253(c)( )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                         |                                                              | 14. ACCOUNTING AND APPROPRIATION DATA                                                                                                                             |                                                                                             |                                                                  |                     |         |
| 15A. ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY                                                | 15D. UNIT                                                                                                                                                         | 15E. UNIT PRICE                                                                             | 15F. AMOUNT                                                      |                     |         |
| SEE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                         |                                                              |                                                                                                                                                                   |                                                                                             |                                                                  |                     |         |
| 15G. TOTAL AMOUNT OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                              |                                                                                                                                                                   |                                                                                             | \$458,180,014.00                                                 |                     |         |
| 16. TABLE OF CONTENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |                                                              |                                                                                                                                                                   |                                                                                             |                                                                  |                     |         |
| (X) SEC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DESCRIPTION             | PAGE(S)                                                      | (X) SEC.                                                                                                                                                          | DESCRIPTION                                                                                 | PAGE(S)                                                          |                     |         |
| PART I - THE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                         |                                                              | PART II - CONTRACT CLAUSES                                                                                                                                        |                                                                                             |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | A                       | SOLICITATION/ CONTRACT FORM                                  | 1                                                                                                                                                                 | X                                                                                           | I                                                                | CONTRACT CLAUSES    | 35 - 68 |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                       | 2 - 9                                                                                                                                                             | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.                                    |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | C                       | DESCRIPTION/ SPECS/ WORK STATEMENT                           | 10 - 19                                                                                                                                                           | X                                                                                           | J                                                                | LIST OF ATTACHMENTS | 69      |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | D                       | PACKAGING AND MARKING                                        | 20                                                                                                                                                                | PART IV - REPRESENTATIONS AND INSTRUCTIONS                                                  |                                                                  |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | E                       | INSPECTION AND ACCEPTANCE                                    | 21                                                                                                                                                                | K                                                                                           | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | F                       | DELIVERIES OR PERFORMANCE                                    | 22 - 23                                                                                                                                                           |                                                                                             | OTHER STATEMENTS OF OFFERORS                                     |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | G                       | CONTRACT ADMINISTRATION DATA                                 | 24 - 29                                                                                                                                                           | L                                                                                           | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |                     |         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | H                       | SPECIAL CONTRACT REQUIREMENTS                                | 30 - 34                                                                                                                                                           | M                                                                                           | EVALUATION FACTORS FOR AWARD                                     |                     |         |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                         |                                                              |                                                                                                                                                                   |                                                                                             |                                                                  |                     |         |
| 17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                         |                                                              | 18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.)<br>Your bid on Solicitation Number _____                                             |                                                                                             |                                                                  |                     |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br>Gregory L. Fenves, President<br>The University of Texas at Austin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         |                                                              | 20A. NAME OF CONTRACTING OFFICER<br>JOHN L. PIUNNO<br>TEL: _____ EMAIL: _____                                                                                     |                                                                                             |                                                                  |                     |         |
| 19B. NAME OF CONTRACTOR<br>Applied Research Laboratories, The University of Texas at Austin<br>BY: <br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                          |                         | 19C. DATE SIGNED<br>9/20/2017                                | 20B. UNITED STATES OF AMERICA<br>BY: <br>(Signature of Contracting Officer)   |                                                                                             | 20C. DATE SIGNED<br>27 SEP 2017                                  |                     |         |

## Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES                                                                 | QUANTITY | UNIT   | UNIT PRICE           | AMOUNT           |
|---------|-----------------------------------------------------------------------------------|----------|--------|----------------------|------------------|
| CLIN    |                                                                                   | 25,173   | Months |                      | \$458,180,014.00 |
| Number  |                                                                                   |          |        |                      |                  |
| 0001    |                                                                                   |          |        |                      |                  |
|         | ARL/UT - FY2017- FY2022 Requirements                                              |          |        |                      |                  |
|         | University Affiliated Research Center (UARC) Effort in accordance with Section C. |          |        |                      |                  |
|         | FOB: Destination                                                                  |          |        |                      |                  |
|         | PURCHASE REQUEST NUMBER: N00024-15-NR-03645                                       |          |        |                      |                  |
|         | CPFF                                                                              |          |        |                      |                  |
|         |                                                                                   |          |        | ESTIMATED COST       | \$434,293,852.00 |
|         |                                                                                   |          |        | FIXED FEE            | \$23,886,162.00  |
|         |                                                                                   |          |        | TOTAL EST COST + FEE | \$458,180,014.00 |

| ITEM NO | SUPPLIES/SERVICES                                                            | QUANTITY | UNIT | UNIT PRICE           | AMOUNT |
|---------|------------------------------------------------------------------------------|----------|------|----------------------|--------|
| CLIN    |                                                                              |          |      |                      | \$0.00 |
| Number  |                                                                              |          |      |                      |        |
| 000101  |                                                                              |          |      |                      |        |
|         | Term/Level of Effort Orders                                                  |          |      |                      |        |
|         | FY 2017 - FY 2022 Research, Development, Test and Other Engineering Services |          |      |                      |        |
|         | FOB: Destination                                                             |          |      |                      |        |
|         |                                                                              |          |      | ESTIMATED COST       |        |
|         |                                                                              |          |      | FIXED FEE            |        |
|         |                                                                              |          |      | TOTAL EST COST + FEE |        |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| CLIN    |                   |          |      |            | \$0.00 |
| Number  |                   |          |      |            |        |
| 000102  |                   |          |      |            |        |

Completion Orders  
 FY 2017 - FY 2022 Research, Development, Test and Other Engineering  
 Services FOB: Destination

ESTIMATED COST  
 FIXED FEE  
 TOTAL EST COST + FEE

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| <u>ITEM NO</u> | <u>SUPPLIES/SERVICES</u>                     | <u>QTY</u> | <u>U/I</u> | <u>UNIT PRICE</u> | <u>AMOUNT</u> |
|----------------|----------------------------------------------|------------|------------|-------------------|---------------|
| CLIN           | Data                                         |            |            |                   | NSP           |
| Number         | Contract Data Requirements List (CDRL), DD   |            |            |                   |               |
| 0002           | Form 1423, Attachment 2, in support of Item  |            |            |                   |               |
|                | 0001 and (if option is exercised) Item 0003, |            |            |                   |               |
|                | attached hereto. NSP- Not Separately Priced. |            |            |                   |               |



| ITEM NO                | SUPPLIES/SERVICES                                                                                                                                      | QUANTITY | UNIT   | UNIT PRICE           | AMOUNT           |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|----------------------|------------------|
| CLIN<br>Number<br>0003 |                                                                                                                                                        | 27,791   | Months |                      | \$632,100,179.00 |
| OPTION                 | ARL/UT - FY2022 - FY2027 Requirements<br>University Affiliated Research Center (UARC) Effort in accordance with Section C.<br>FOB: Destination<br>CPFF |          |        |                      |                  |
|                        |                                                                                                                                                        |          |        | ESTIMATED COST       | \$599,147,089.00 |
|                        |                                                                                                                                                        |          |        | FIXED FEE            | \$32,953,090.00  |
|                        |                                                                                                                                                        |          |        | TOTAL EST COST + FEE | \$632,100,179.00 |

| ITEM NO                  | SUPPLIES/SERVICES                                                                                | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------------------|--------------------------------------------------------------------------------------------------|----------|------|------------|--------|
| CLIN<br>Number<br>000301 | Term/Level of Effort Orders                                                                      |          |      |            | \$0.00 |
|                          | FY 2022 - FY 2027 Research, Development, Test and Other Engineering Services FOB:<br>Destination |          |      |            |        |

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 NET AMT

| ITEM NO<br>CLIN<br>Number<br>000302 | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT<br>\$0.00 |
|-------------------------------------|-------------------|----------|------|------------|------------------|
|-------------------------------------|-------------------|----------|------|------------|------------------|

Completion Orders

FY 2022 - FY 2027 Research, Development, Test and Other Engineering Services  
FOB: Destination

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NET AMT

#### ESTIMATED COST AND FIXED FEE

The total estimated value (inclusive of fee) of this contract including all options that may be exercised by the Government is:

Estimated Value (inclusive of fee) **\$1,090,280,193**

The minimum staff months to be ordered under this contract are:

| <u>YEAR</u>                             | <u>MINIMUM STAFF MONTHS</u> |
|-----------------------------------------|-----------------------------|
| FY2017 - FY2022 (BASE)                  | 1                           |
| FY2022 - FY2027 (OPTION - if exercised) | $\frac{1}{2}$               |
| TOTAL                                   | 2                           |

The maximum staff months to be ordered under this contract are:

| <u>YEAR</u>                             | <u>MAXIMUM STAFF MONTHS</u> |
|-----------------------------------------|-----------------------------|
| FY2017 - FY2022 (BASE)                  | 25,173                      |
| FY2022 - FY2027 (OPTION - if exercised) | $\frac{27,791}{52,964}$     |
| TOTAL                                   |                             |

The Contractor may, to the extent that it remains within the dollar funding limit on a given task and within 120% of the task-specified Level of Effort (LOE), exceed the task-specified LOE ceiling without the need to obtain a task modification increasing the task's LOE ceiling. Notwithstanding the foregoing, unless increased by a contract modification, cumulative delivered months on all task orders shall not exceed the contract ceiling.

It is understood and agreed that in the performance of LOE term type Task Orders the contractor will provide staff months. Staff Months are defined as ARL:UT Staff Months inclusive of vacation, holidays, sick leave, and other absences.

The fixed fee pool for each Task will be computed at **5.5%** of the negotiated estimated cost for each task order. The negotiated fixed fee percentage shall be applied to all cost categories.

#### **USE OF FEE (MODIFIED) (DEC 2016)**

The Government, represented by the Naval Sea Systems Command, and the Applied Research Laboratories, The University of Texas at Austin, an institution of higher education organized and existing under the laws and constitution of the State of Texas, have agreed that in connection with prospective procurements, the University of Texas Applied Research Laboratories will be paid a fixed fee. The negotiation of the amount of this fee is based upon a proposal by the University covering the period of performance of the contract. This fee will cover expenditures during such period in the following areas:

- (1) Acquisition, replacement, or maintenance of office/laboratory equipment, software, and furnishings.
- (2) Building and fixture alterations, facility improvements, and capital projects.
- (3) Symposia, seminars, and organized professional activities.
- (4) Fellowships, scholarships, tuition, training, and other educational programs.
- (5) Exchange scientist programs.
- (6) Independent research and development, basic research transition, and proposal preparation.
- (7) Invention disclosures, patents, and technology transfer.
- (8) Working capital to cover over-runs, deficit spending, funding delays, interest, and unallowable costs as set forth in 2CFR 200 Subpart E. The use of fee to cover unallowable costs shall be approved by the Contracting Officer.
- (9) Employee awards, promotional items for presentation or recognition purposes, and lunches/refreshments associated with symposia, seminars, organized professional activities, staff meetings, and business related meetings with sponsors, other Governmental officials, and University/commercial visitors.
- (10) Additional purposes for which the parties may subsequently agree.

The Parties agree that in connection with this contract, The Applied Research Laboratories, The University of Texas at Austin (ARL:UT), through its Applied Research Laboratories (ARL), shall earn a fee in accordance with DFARS 215.4.

Fee-related revenues produced under this contract shall be included under the Laboratories' accounting procedures in accordance with CDRL A004 or, as requested by the PCO, ARL shall make an accounting that expenditures of fee-related revenues are in accordance with this clause.

#### **AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION**

10.U.S.C.2304 (c) (3) (B)

## CLAUSES INCORPORATED BY FULL TEXT

### **EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

## CLAUSES INCORPORATED BY FULL TEXT

### **LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)**

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

## CLAUSES INCORPORATED BY FULL TEXT

### **PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993) (Applicable to each Completion Task Order) (MODIFIED) (NOV 2016)**

(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, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase 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 equal to five and one half percent (5.5%) of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified task under the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (Applicable to each LOE Task Order)**

(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 equal to five and one half percent (5.5%) of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money) Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015) (MODIFIED) (NOV 2016)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.3. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by ONR.



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

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.3 (see 2 CFR Part 200, Subpart E)\*; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

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

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

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

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

(e) Foreign travel, as defined and endorsed by tasking sponsors within the orders, requires no further approvals so long as applicable limits on allowable costs are not exceeded. If foreign travel is not specifically approved in the order, the PCO, COR, and technical sponsor must approve a new requirement for foreign travel or change a destination(s). However, in no instance shall the approval or change result in an overall increase to the total order amount.

\* As this contractor is considered a non-profit, educational institution, relocation costs and travel costs incident to relocation are allowable to the extent provided in 2 CFR Part 200, Subpart E as described in FAR Subpart 31.3-- Contracts with Educational Institutions. Specifically, relocation costs and travel costs incident to relocation that the contractor incurs incident to the recruitment of new employees are allowable to the extent provided in 2 CFR Part 200, Subpart E.

#### **CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)**

This entire contract is cost type. This contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. Each order shall be placed on a Cost Plus Fixed Fee (CPFF) basis.

## Section C - Descriptions and Specifications

### **Item 0001 (and if Option is exercised) Item 0003 - ARL:UT University Affiliated Research Center (UARC) Effort**

#### **Description of Procurement**

The Navy relies upon the Applied Research Laboratories at the University of Texas at Austin, a University Affiliated Research Center, to maintain essential engineering, research, and development capabilities in high frequency acoustics; low frequency acoustics for surveillance programs; tactical frequency sonar detection and classification; satellite geodesy; precision geolocation and geomatics; electromagnetic propagation; sensor systems; non linear acoustics; and Command, Control, Communications, Computers and Intelligence C4I and related technologies. These capabilities have been established and maintained at ARL: UT and are determined to be essential to the Navy's needs and essential to the support of numerous specific programs managed by different technical sponsor organizations.

This contract is for the procurement of research and development services and other scientific and engineering support, which can include developing and providing training materials and curricula associated with or based upon work performed under one of ARL: UT's core competencies, with a minimum emphasis on follow-on procurement of hardware and services. Any orders placed hereunder shall be funded by all appropriation types as applicable to the specific requirement. Each order placed under this contract shall require ARL: UT to provide only services and/or supplies applicable to at least one of the following core competencies:

#### **ARL:UT Core Competencies Maintained for the Navy**

ARL:UT provides the following core mission competencies in research, development test and evaluation, system enhancement, integration, and engineering in support of war fighting programs for the Navy and other agencies of the Government:

- (1) Characteristics of the medium relative to the ocean acoustic environment and its effects on undersea warfare systems, and relative to electromagnetic propagation in the atmospheric, tropospheric, and ionospheric environment and its effects on electromagnetic information warfare systems.
- (2) High frequency sonar as applied to war fighting applications including mine hunting/obstacle avoidance, reconnaissance, classification, swimmer detection, precision bathymetry, environmental characterization, under ice and ocean bottom navigation, and intelligence collection.
- (3) Acoustic and electromagnetic properties as related to target characteristics, including countermeasures, sensors and signal processing.
- (4) Signal and information processing and display as applied to acoustic, electromagnetic and electro-optical systems including advanced display/format technology, source and array technology, spatial and temporal processing, and high order spectral methods.
- (5) Navigation and precise location in space, air, water, and on land, including geodetic, acoustic, seismic, and electromagnetic applications.
- (6) Command, Control, Communications, Computers, and Intelligence (C<sup>4</sup>I) as applied to modeling and simulation, electromagnetic instrumentation, development of scientific tools for information content analysis to identify specific information within large datasets, and innovative computer and software development.
- (7) Mission related and public service oriented research, technology development, test, evaluation and systems analysis required to provide a quick response to rapidly evolving DoD and other government agency

requirements through the application of the above core competencies, along with the complementary capabilities of the other divisions of the University of Texas.

**Item 0002** - Data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 2.

### **Patent Rights**

Pursuant to FAR 52.227-11 "Patent Rights" and DFARS 252.227-7039 "Patents-Reporting of Subject Inventions," The Applied Research Laboratories, The University of Texas at Austin (ARL:UT), shall use the DD Form 882, Report of Inventions and Subcontracts, as detailed in CDRL A005.

### **Computer Software Rights**

Pursuant to DFARS 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restrictions," and DFARS 252.227-7027 "Deferred Ordering Of Technical Data Or Computer Software," The Applied Research Laboratories, The University of Texas at Austin (ARL:UT), may be required to deliver executable code, computer programs, source code, source code listings, object code, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled and associated computer software documentation to the Government

### **Navy-Sponsored University Affiliated Research Center (UARC) Scientific and Technical Intelligence Liaison Officer (STILO) Program**

To support the performance of core research, development and engineering competencies for Navy programs, JHU/APL shall maintain a STILO program which is coordinated with and sponsored by the Naval Sea Systems Command (NAVSEA). The requirements and terms of reference for this program, including the NAVSEA sponsorship responsibilities, are as follows and only apply to tasks that require STILO coordination:

NAVSEA has established the University Affiliated Research Center (UARC) STILO program in recognition of The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) strategic relationship with the Department of Defense as a UARC and in accordance with OPNAVINST 3880.6 series to insure the ARL:UT receives all intelligence needed in support of its Department of Defense mission. NAVSEA 00G will be the government office responsible for oversight and management of the UARC STILO program: The ARL:UT STILO will serve as ARL:UT single point of contact with the Intelligence Community, via NAVSEA 00G, and will report directly to the Laboratory Director on all matters relating to intelligence support and policy.

The ARL:UT STILO is responsible for the STILO organization at ARL:UT and for insuring all DoD tasks receive appropriate intelligence support. The ARL:UT STILO will keep NAVSEA 00G informed regarding DoD intelligence issues and DoD supported technical support work utilizing intelligence information at the ARL:UT. The ARL:UT STILO will be accountable for all DoD related intelligence support received by ARL:UT and for its appropriate use.

For the UARC STILO program, NAVSEA 00G will support ARL:UT's broad access to intelligence products under the cognizance of ARL:UT's STILO organization in order to support DoD sponsored tasks at ARL:UT falling within the laboratory's identified core competencies.

To provide for this broad access to intelligence authorized under the Navy's STILO program, NAVSEA 00G will support continuation of a Defense Intelligence Agency (DIA) customer sub account under NAVSEA's DIA account. Such hard copy intelligence products will be automatically disseminated via the Defense Intelligence Dissemination Systems (DIDS) based on Statements of Intelligence Interests (SII) submitted by the ARL:UT STILO and validated

by NAVSEA 00G. If finished intelligence products necessary for performance of a task within the core competencies of this laboratory are not available to ARL:UT, the UARC STILO may request such products on an ad hoc basis with NAVSEA 00G's concurrence.

The tasks covered by this contract may require network access to SCI information and Video Teleconferences (VTCs). While each task will outline specific SCI network requirements, NAVSEA does provide sponsor endorsement for ARL:UT to obtain and sustain JWICS connectivity and access. For designated tasks under this contract ARL:UT shall require access to Sensitive Compartmented Information (SCI) and Non-SCI intelligence data.

These tasks will require a full understanding of the Intelligence Community all source assessment of the threats of interest to ensure appropriate threat characteristics are being emulated at the GENSER. ARL:UT shall be required to have access to Intelligence Community produced and/or approved SCI level threat performance characteristics and models. ARL:UT shall be required to utilize these data in a Government accredited Sensitive Compartmented Information Facility at the ARL:UT in order to analyze and evaluate these characteristics and assess their impact on system performance assessments utilizing Intelligence Community provided GENSER level threat data. The analysis and evaluation process are for background purposes only and there will be no SCI level deliverable associated with the task.

Requests for intelligence production will be submitted by the ARL:UT STILO for validation by NAVSEA 00G. NAVSEA 00G will sponsor the ARL:UT STILO accesses to various intelligence centers as appropriate.

If tasking under this contract requires access to Sensitive Compartmented Information (SCI), NAVSEA 00G will sponsor the granting of necessary SCI billets and provision of required SCI intelligence products. The ARL:UT STILO shall be advised of all special access programs that require intelligence support. The ARL:UT STILO will keep NAVSEA 00G informed regarding CSSO issues at the ARL:UT.

The ARL:UT STILO is responsible for reviewing all Department of Defense Contract Security Classification Specification (SCI level DD-254s) forms associated with this contract and all subcontracts to insure they reflect the correct level of intelligence support needed to effectively complete the task described.

## **EQUIPMENT ACQUISITION AND TITLE**

(a) In accordance with 31 USC 6306 and FAR 35.014 (b), the Contracting Officer hereby grants approval to ARL:UT to retain title to any non-deliverable equipment, procured for the approved task order and funded solely with RDT&E 6.1, 6.2 and/or 6.3 funds or equivalent categories of non-DoD funding. Such equipment shall be subject to the constraints of FAR 45.3 and will be subject to annual review by the ACO. The contractor shall comply with the provisions in FAR 35.014(d)(1). A list of subject equipment is required to be submitted to the Contracting Officer, with a copy to the COR, on an annual basis.

(b) If the Contractor fails to maintain an approved Purchasing system it will then be required to obtain prior approval from the ACO to acquire any items not specifically included in an approved task order, and which exceed the capitalization level established by The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) for financial statements of \$5,000. Title to all such items of equipment, purchased with RDT&E 6.1, 6.2 and/or 6.3 funds or equivalent categories of non-DoD funding, will be determined by the ACO at the time of the approval subject to FAR 35.014(b)(3).

(c) If title to equipment is vested in the contractor, depreciation, amortization, or use charges are not allowable with respect to that equipment under any existing or future Government contract or subcontract.

(d) Undeliverable property acquired and/or accountable under Contract **N00024-07-D-6200** is hereby transferred to Contract: **N00024-17-D- 6421**.

## **USE OF GOVERNMENT FURNISHED PROPERTY FOR UARC CONTRACTS**

In accordance with FAR 45.301, this clause sets forth the use and accountability of property either furnished or acquired under prime contracts with The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) for performance of current and future U.S. Government contracts and other work performed in accordance with this clause.

The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) may use the property accountable under this contract in the performance of other U.S. Government contracts and performance of its Independent Research and Development (IR&D) programs in accordance with the requirements of FAR 45.301 and FAR 45.303. For purposes of 52.245-9, the parties agree that such use is on a rent-free basis.

Costs incurred for acquisition, maintenance, repair, replacement, disposition, or other purposes in connection with the property accountable hereunder will be subject to the reimbursement provisions of the related contracts and FAR Subpart 31.3. Security requirements, if any, shall be governed by the terms and conditions of the related contracts.

## **PROHIBITION ON ACCOMMODATION PURCHASING AND SUBCONTRACTING**

Accommodation purchasing and subcontracting means the procurement of supplies and/or subcontracting of services which are not essential in the discharge of the Contractor's technical responsibilities under this contract. These actions are usually prompted by a desire to achieve expedited procurement not warranted by technical program needs, or to avoid the requirements of current Federal procurement regulation which are applicable if procurements were performed by the Government directly. Accommodation purchasing and subcontracting does not include cases in which the Contractor is serving as a prime contractor in roles such as principal investigator, system integration agent or technical direction agent for which the volume of purchases or subcontracting, and sometimes the identification and management of subcontracting sources, is determined by program requirements.

The Contractor shall not perform accommodation purchasing and subcontracting, including any purchases or subcontracting which the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) identifies to the Contractor prior to executing the contract action as constituting accommodation purchasing and subcontracting. In such cases the PCO will have the responsibility to communicate its concerns and decision to the cognizant technical sponsor. In addition, should the Contractor have a reasonable belief as to whether a particular action will constitute accommodation subcontracting, no action shall be taken to consummate the contract action until such time as the ACO or PCO are contacted and appropriate guidance is provided.

## **USE OF FEE**

ARL:UT shall submit CDRL A004 to the Navy UARC Program Office documenting the use of fee in support of Contract **N00024-17-D-6421**.

## **PROCESS IMPLEMENTING DISCLOSURE OF INFORMATION REQUESTS**

(a) Except in the case of basic & fundamental research (defined in National Security Decision Directive (NSDD) 189 in effect as referenced in The USD Memo, Subject: Fundamental Research, dated May 24, 2010) and except information to third parties necessary in the performance of work hereunder, the Contractor shall not release to any party outside the Government any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless –

1) The sponsors' public affairs office and Navy UARC Office, NAVSEASYS COM 00U, have given prior written approval; AND Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Procuring Contracting Officer are provided courtesy copies of the material, the request and all approvals;

2) The information is otherwise in the public domain before the date of release; or,

3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012) and has been scoped and negotiated by the contracting activity with the sponsor, and research performer and determined in writing by Navy UARC Office, NAVSEASYS COM 00U) to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4). Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Procuring Contracting Officer shall be provided copies of the material and approvals.

(b) The requirement for prior approval shall not apply to any re-release of material already released under the procedures set forth above. However, any modification to the original release that contains information pertaining to any part of the contract or any program related to the contract herein shall require that the materials be submitted as provided above. This requirement does not apply to material that is already in the public domain.

(c) Requests for approval under (a)(1) shall be directed to the sponsor's Public Affairs office and Navy UARC Office, NAVSEASYS COM 00U at least ten (10) days before the proposed date for release. These requests shall identify the specific information to be released, the medium to be used, and the purpose for the release. The individual tasking sponsors have the ultimate responsibility for the release of information under their programs. In cases where the evidence supporting release or retention of unclassified information is inconclusive, the Contracting Officer has the responsibility and retains the authority to make final determinations for such disclosure. The Contracting Officer's disposition of the request will be forwarded to the sponsor's public affairs office, Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Navy UARC Office, NAVSEASYS COM 00U.

(d) The prohibitions contained in subparagraph (a) and (b) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

(e) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release information under paragraph (d) through the prime contractor for adjudication.

## **ROLLOVER PROVISION**

The total scope of the effort for this contract (CLIN 0001) is 25,173 staff months or, if Option Item 0003 is exercised, 52,964 staff months. The staff months assigned to contract line item (CLIN) 0001 are the Government's estimate of how these staff months will be expended. The Government may reassign these staff months between CLINs and sub line items (SLINs) and among the basic and option CLIN as necessary, provided that the total staff months for the base period and, if exercised, option period collectively are not exceeded.

The cost and fee amounts assigned to each CLIN/SLIN are the Government's estimate of how the funds will be assigned. The Government may reassign these amounts among the CLINs and between the basic and option CLIN as necessary, provided that the total cost and fee for base period and, if exercised, option period are not exceeded.



## **CLARIFICATIONS**

With respect to the clause entitled, **PROCESS IMPLEMENTING DISCLOSURE OF INFORMATION REQUESTS**, located on page 13, unless otherwise requested to do so by the Navy UARC Office, it will only require a review of information for which ARL:UT is seeking permission for release to the public.

With respect to the clause, **SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING**, located in Section G, the submission of the vouchers in iRAPT and the submission of CDRL A001, Cost Report, identified in Section J - List of Documents, Exhibits and Other Attachments, via email to ONR shall satisfy the requirements of the clause.

With regard to clause 52.212-4, Contract Terms and Conditions - Commercial Items, applies only to deliverable commercial software. ARL:UT could be the integrator of commercial software, provide the commercial software license and End User License Agreement (EULA), and therefore the clause would be applicable to the developer/publisher/owner of the commercial software.

With respect to FAR 52.228-7, the requirements of this clause are satisfied by the liability coverage provided under the laws and Constitution of the State of Texas as set forth in The University of Texas System Office of General Counsel letter dated 1 February 2017.

With respect to DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award, it is agreed that this clause is applicable at the Task Order level if the Task Order value exceeds \$13.5M.

## **SUBACCOUNT COST POOLING**

For the purpose of accounting, the agency places no restrictions on the transfer of funds within subaccount cost categories such as salaries, travel and overhead so long as the amounts obligated by the contract for total cost and fee amounts are not exceeded, and as long as the costs are accumulated in accordance with Cost Accounting Standards and the Contractor's disclosed practices.

## **CYBERSECURITY AND PROGRAM INTEGRITY**

Develop and sustain systems, applications, methodologies, tools, academic disciplines, and collaborative relationships for maintaining program, asset, and information integrity and for identifying, characterizing, and mitigation/defeating cyber attacks on platforms, systems, components, and critical technologies and data associated with efforts executed under the UARC's mission areas and supporting core competencies.

## **CLAUSES INCORPORATED BY FULL TEXT**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (MODIFIED)  
(DEC 2016)**

**NOTE: THIS CLAUSE SHALL BE INVOKED AT THE ORDER LEVEL**

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

(b) The Contractor, to the best of its knowledge and belief, and except as otherwise set forth in the contract, does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) Unless authorized by the PCO, the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor

or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

## Section D - Packaging and Marking

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

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M dated 28 February 2006 and all formally incorporated changes including but not limited to Change 1 dated, 28 March 2013. .

### CLAUSES INCORPORATED BY FULL TEXT

#### **MARKING OF REPORTS (NAVSEA) (SEP 1990) (MODIFIED)**

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

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

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(Name of Individual Sponsor)

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(Name of Requiring Activity)

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(City and State)

\*Contract Number and Task Order Number

NOTE: Reports delivered by the Contractor to the Government under this contract may be furnished in digital format unless otherwise specified.

## Section E - Inspection and Acceptance

**Item 0001 (and if Option is exercised) Item 0003** - Inspection and acceptance shall be made by the designated representative of the Government (Task Sponsor) as identified in each individual task order.

**Item 0002** - Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0001   | Destination | Government | Destination | Government |
| 000101 | N/A         | N/A        | N/A         | N/A        |
| 000102 | N/A         | N/A        | N/A         | N/A        |
| 0002   | N/A         | N/A        | N/A         | N/A        |
| 0003   | Destination | Government | Destination | Government |
| 000301 | N/A         | N/A        | N/A         | N/A        |
| 000302 | N/A         | N/A        | N/A         | N/A        |

## CLAUSES INCORPORATED BY REFERENCE

|          |                                                           |          |
|----------|-----------------------------------------------------------|----------|
| 52.246-5 | Inspection Of Services Cost-Reimbursement                 | APR 1984 |
| 52.246-8 | Inspection Of Research And Development Cost Reimbursement | MAY 2001 |
| 52.246-9 | Inspection Of Research And Development (Short Form)       | APR 1984 |



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

| CLIN   | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC / CAGE |
|--------|-----------------------------------|----------|-------------------------|---------------|
| 0001   | POP 27-SEP-2017 TO<br>26-SEP-2022 | N/A      | N/A<br>FOB: Destination |               |
| 000101 | N/A                               | N/A      | N/A                     | N/A           |
| 000102 | N/A                               | N/A      | N/A                     | N/A           |
| 0002   | N/A                               | N/A      | N/A                     | N/A           |
| 0003   | POP 27-SEP-2022 TO<br>26-SEP-2027 | N/A      | N/A<br>FOB: Destination |               |
| 000301 | N/A                               | N/A      | N/A                     | N/A           |
| 000302 | N/A                               | N/A      | N/A                     | N/A           |

## CLAUSES INCORPORATED BY REFERENCE

|                 |                                          |          |
|-----------------|------------------------------------------|----------|
| 52.242-15       | Stop-Work Order                          | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.247-29       | F.O.B. Origin                            | FEB 2006 |
| 52.247-34       | F.O.B. Destination                       | NOV 1991 |

## CLAUSES INCORPORATED BY FULL TEXT

**ADDITIONAL SHIPPING INSTRUCTIONS FOR FMS ITEMS (NAVSEA) (SEP 1992) (MODIFIED) (APRIL 2007)**

(a) Orders issued with Foreign Military Sales (FMS) deliverables shall identify the method of shipment, either via the FMS Country Freight Forwarder or via commercial shipping with an Export License.

(b) (1) If a FMS Country Freight Forwarder is noted, the Contractor shall, within thirty days prior to the first scheduled delivery date, notify the cognizant Contract Administration Office (CAO) of the point of origin, description of material, quantity, approximate gross weight and cubic measurement, number of cases, approximate date shipment is expected to be ready for movement, appropriate requisition number(s) and FMS case designator.

The notification shall be accompanied by six (6) copies of priced Material Inspection and Receiving Report (MIRR) (DD Form 250) or equivalent which meets the requirement of DFAR 252.246-7000 with packing lists.

(2) The CAO shall forward the above information to the addressee identified in the Delivery Order.

(3) Subsequent to notification as required by paragraph (2), the CAO shall:

(i) Forward four (4) copies of priced DD Form 250 with packing lists and one (1) copy of bill of lading to the Country Freight Forwarder, and

(ii) Forward two (2) copies of priced DD Form 250 with packing lists and one (1) copy of bill of lading or other evidence of delivery to the office specified in paragraph (b) above.

(c) If a FMS Country Freight Forwarder is not identified in the Delivery Order, ARL:UT shall seek an Export License.

#### **SHIPPING RESPONSIBILITY**

ARL:UT will be responsible for arranging the shipment of all deliverables under this contract unless specified otherwise in individual task orders. Costs, excluding costs of insurance (unless additional insurance is requested by the Task Sponsor), which are determined to be allowable, allocable and reasonable for effecting such shipments shall be reimbursed in accordance with FAR 52.216-7, ALLOWABLE COST AND PAYMENT.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

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CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: JOSEPH V. VIGNALI  
NAVAL SEA SYSTEMS COMMAND SEA 00U  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-5412  
Fax No. 202-781-4604  
Email Address: [joseph.vignali@navy.mil](mailto:joseph.vignali@navy.mil)

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: WILLIAM J. ABBA  
NAVAL SEA SYSTEMS COMMAND SEA 00U1  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-1931  
Fax No. 202-781-4604  
Email Address: [william.abba@navy.mil](mailto:william.abba@navy.mil)

CONTRACT ADMINISTRATION  
OFFICE:

VERONICA Y. LACEY  
ADMINISTRATIVE CONTRACTING OFFICER  
OFFICE OF NAVAL RESEARCH - SAN DIEGO  
140 SYLVESTER ROAD, BLDG 140, RM 218  
SAN DIEGO CA 92106  
Telephone No. 619-221-5490  
Fax No. 619-221-5602 or 5615  
Email Address: [veronica.lacey@navy.mil](mailto:veronica.lacey@navy.mil)

NAVSEA PATENT COUNSEL  
REPRESENTATIVE:

COMMANDER  
ATTN: JANE BARROW, ESQ  
NAVAL SEA SYSTEMS COMMAND  
OFFICE OF COUNSEL, SEA 00L51  
1333 ISAAC HULL AVENUE SE STOP - 1150  
WASHINGTON NAVY YARD DC 20376-1150  
Telephone No. 202-781-3095  
Fax No. 202-781-4628  
Email Address: [jane.barrow@navy.mil](mailto:jane.barrow@navy.mil)

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: JOHN C. PIUNNO  
NAVAL SEA SYSTEMS COMMAND SEA 02642  
1333 ISAAC HULL AVENUE SE STOP - 2040  
WASHINGTON NAVY YARD DC 20376-2040  
Telephone No. 202-781-1535  
Fax No. 202-781-4655  
Email Address: [john.piunno@navy.mil](mailto:john.piunno@navy.mil)

The following payment instructions apply to this contract, however only one clause is used per Delivery Order:

**DFARS 252.204-0002 (SEP 2009)** Line Item Specific: **SEQUENTIAL ACRN Order** (Applicable to funding types other than RDT&E and FMS)

**DFARS 252.204-0004 (SEP 2009)** Line Item Specific: **by FISCAL YEAR** (Applicable to RDT&E funded Orders)

**DFARS 252.204-0005 (SEP 2009)** Line Item Specific: **CANCELLATION DATE** (Applicable to funding types other than FMS)

**DFARS 252.204-0006 (SEP 2009)** Line Item Specific: **PRORATION** (Applicable to FMS funded Orders)

## CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.204-0006 LINE ITEM SPECIFIC: PRORATION. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(End of clause)

#### CLAUSES INCORPORATED BY FULL 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.

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT****252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)**

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT****WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

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

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

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

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

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

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

**Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)**

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

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

**N00024**

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

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

Routing Data Table\*

| Field Name in WAWF        | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC       | HQ0339                     |
| Issue By DoDAAC           | N00024                     |
| Admin DoDAAC              | N66018                     |
| Inspect By DoDAAC         | N/A                        |
| Ship To Code              | See Section F              |
| Ship From Code            | See Section F              |
| Mark For Code             | See Section F              |
| Service Approver (DoDAAC) | N66018                     |
| Service Acceptor (DoDAAC) | N66018                     |
| Accept at Other DoDAAC    | See Section E              |
| LPO DoDAAC                | N/A                        |
| DCAA Auditor DoDAAC       | N66018                     |
| Other DoDAAC(s)           | N/A                        |



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(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

**NOT APPLICABLE**

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

**NOT APPLICABLE**

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

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

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

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

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

(a) DEPARTMENT means the Department of the Navy.

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

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

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

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

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

**5252.216-9122 LEVEL OF EFFORT (DEC 2000) (MODIFIED) (FEB 2017)**

**(Applicable to Delivery Orders issued under Sub-Contract Line Items Numbers (SLINs) 000101 and 000102 and Option SLINs 000301 and 000302, if and to the extent exercised)**

(a) The Contractor agrees to provide the total **52,964** staff months level of effort specified in the contract in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **the sum of all level of effort specified in the Task Orders** which are issued on a Level of Effort basis. The total level of effort for the performance of this Task Order shall be **TBD** staff months.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (Offeror to fill-in) 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.

(d) The level of effort for this contract shall be expended at an average contract rate of approximately **101.85** staff months per week. It is understood and agreed that the rate of staff months per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total staff months of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term of a Task Order, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total staff months of effort specified in the Task Description would be used prior to the expiration of the Task Order period of performance, the Contractor shall notify the Contracting Officer in writing as soon as practicable but before such expenditure 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 to the Task Order funding limits and Task Order LOE until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by Task Order modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total staff months 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 less than ninety-five percent (95%) of the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of staff months 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 (ACO), 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 120 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 ONR San Diego office to which vouchers are submitted: (1) the total number of staff months of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of staff months expended in each direct labor classification and associated direct and total 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 120 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 staff months specified as the total level of effort; and (6) a calculation of the appropriate fee reduction at the contract level in accordance with this clause. All submissions shall include subcontractor information. (Contractor's submission of CDRL A001 will satisfy the reporting requirements identified by Items (1) through (5) of this paragraph).

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish staff months up to twenty percent in excess of the total staff months specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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

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

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

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

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

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (Note: This clause is applicable to and will be restated in each incrementally funded task order placed on this contract.)**

(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:

| <u>ITEM(S)</u> | <u>ALLOTTED TO COST</u> | ESTIMATED<br><u>ALLOTTED TO FEE</u> | <u>PERIOD OF PERFORMANCE</u> |
|----------------|-------------------------|-------------------------------------|------------------------------|
|                | \$                      | \$                                  |                              |

(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 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.

#### **RENT-FREE USE OF GOVERNMENT PROPERTY (AS IS) (SEP 2009)**

(a) The Contractor may use on a rent-free basis, as necessary for the performance of this contract, Government property (as defined in FAR 45.101) accountable under Contract(s) **N00024-07-D-6200 and associated Delivery Orders**. The said property shall be governed by the terms and conditions of the contract(s) under which it is accountable. No representation or warranty is made by the Government as to the fitness or suitability of said property for its intended use under this contract; it being understood and agreed that the said property is being made available for use under this contract on an "as is" basis in accordance with paragraph (d)(2)(iii) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1).

(b) If the Government limits or terminates the Contractor's authority to use the above referenced property and the Government's action affects the Contractor's ability to perform this contract, then an equitable adjustment shall be made in accordance with the terms and conditions of the "CHANGES" clause of this contract; provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under the above referenced contract(s), the Contractor shall be entitled only to such adjustment as the Contracting Officer determines to be appropriate under the circumstances.

#### **5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)**

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) **N00024-07-D-6200 and associated Delivery Orders**. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor

due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

|                 |                                                                                                                                 |          |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------|----------|
| 52.202-1        | Definitions                                                                                                                     | NOV 2013 |
| 52.203-3        | Gratuities                                                                                                                      | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees                                                                                                | MAY 2014 |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government                                                                           | SEP 2006 |
| 52.203-7        | Anti-Kickback Procedures                                                                                                        | MAY 2014 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity                                                | MAY 2014 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity                                                                        | MAY 2014 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions                                                                | OCT 2010 |
| 52.203-13       | Contractor Code of Business Ethics and Conduct                                                                                  | OCT 2015 |
| 52.203-16       | Preventing Personal Conflicts of Interest                                                                                       | DEC 2011 |
| 52.203-18       | Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation | JAN 2017 |
| 52.203-19       | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements                                              | JAN 2017 |
| 52.204-2        | Security Requirements                                                                                                           | AUG 1996 |
| 52.204-2 Alt I  | Security Requirements (Aug 1996) - Alternate I                                                                                  | APR 1984 |
| 52.204-4        | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper                                                              | MAY 2011 |
| 52.204-7        | System for Award Management                                                                                                     | JUL 2013 |
| 52.204-8        | Annual Representations and Certifications                                                                                       | APR 2016 |
| 52.204-9        | Personal Identity Verification of Contractor Personnel                                                                          | JAN 2011 |
| 52.204-10       | Reporting Executive Compensation and First-Tier Subcontract Awards                                                              | OCT 2015 |
| 52.204-19       | Incorporation by Reference of Representations and Certifications.                                                               | DEC 2014 |
| 52.204-21       | Basic Safeguarding of Covered Contractor Information Systems                                                                    | JUN 2016 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment        | OCT 2015 |
| 52.209-9        | Updates of Publicly Available Information Regarding Responsibility Matters                                                      | JUL 2013 |
| 52.209-10       | Prohibition on Contracting With Inverted Domestic Corporations                                                                  | NOV 2015 |
| 52.209-11       | Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law                  | FEB 2016 |
| 52.211-15       | Defense Priority And Allocation Requirements                                                                                    | APR 2008 |
| 52.212-4        | Contract Terms and Conditions--Commercial Items                                                                                 | JAN 2017 |
| 52.215-2        | Audit and Records--Negotiation                                                                                                  | OCT 2010 |
| 52.215-2 Alt II | Audit and Records--Negotiation (Oct 2010) - Alternate II                                                                        | APR 1998 |
| 52.215-8        | Order of Precedence--Uniform Contract Format                                                                                    | OCT 1997 |
| 52.215-10       | Price Reduction for Defective Certified Cost or Pricing Data                                                                    | AUG 2011 |
| 52.215-11       | Price Reduction for Defective Certified Cost or Pricing Data--Modifications                                                     | AUG 2011 |
| 52.215-12       | Subcontractor Certified Cost or Pricing Data                                                                                    | OCT 2010 |
| 52.215-13       | Subcontractor Certified Cost or Pricing Data--Modifications                                                                     | OCT 2010 |
| 52.215-15       | Pension Adjustments and Asset Reversions                                                                                        | OCT 2010 |



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| 52.215-16       | Facilities Capital Cost of Money                                              | JUN 2003 |
| 52.215-23       | Limitations on Pass-Through Charges                                           | OCT 2009 |
| 52.215-23 Alt I | Limitations on Pass-Through Charges (Oct 2009) - Alternate I                  | OCT 2009 |
| 52.216-8        | Fixed Fee                                                                     | JUN 2011 |
| 52.216-15       | Predetermined Indirect Cost Rates                                             | APR 1998 |
| 52.219-8        | Utilization of Small Business Concerns                                        | OCT 2014 |
| 52.219-9        | Small Business Subcontracting Plan                                            | JAN 2017 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (JAN 2017) Alternate II                    | NOV 2016 |
| 52.219-16       | Liquidated Damages-Subcontracting Plan                                        | JAN 1999 |
| 52.222-1        | Notice To The Government Of Labor Disputes                                    | FEB 1997 |
| 52.222-3        | Convict Labor                                                                 | JUN 2003 |
| 52.222-4        | Contract Work Hours and Safety Standards- Overtime Compensation               | MAY 2014 |
| 52.222-19       | Child Labor -- Cooperation with Authorities and Remedies                      | JAN 2014 |
| 52.222-20       | Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 | MAY 2014 |
| 52.222-21       | Prohibition Of Segregated Facilities                                          | APR 2015 |
| 52.222-26       | Equal Opportunity                                                             | APR 2015 |
| 52.222-35       | Equal Opportunity for Veterans                                                | OCT 2015 |
| 52.222-36       | Equal Opportunity for Workers with Disabilities                               | JUL 2014 |
| 52.222-37       | Employment Reports on Veterans                                                | OCT 2015 |
| 52.222-50       | Combating Trafficking in Persons                                              | MAR 2015 |
| 52.223-6        | Drug-Free Workplace                                                           | MAY 2001 |
| 52.223-11       | Ozone-Depleting Substances                                                    | MAY 2001 |
| 52.223-12       | Refrigeration Equipment and Air Conditioners                                  | MAY 1995 |
| 52.223-18       | Encouraging Contractor Policies To Ban Text Messaging While Driving           | AUG 2011 |
| 52.225-8        | Duty-Free Entry                                                               | OCT 2010 |
| 52.225-13       | Restrictions on Certain Foreign Purchases                                     | JUN 2008 |
| 52.227-1        | Authorization and Consent                                                     | DEC 2007 |
| 52.227-1 Alt I  | Authorization And Consent (Dec 2007) - Alternate I                            | APR 1984 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement             | DEC 2007 |
| 52.227-10       | Filing Of Patent Applications--Classified Subject Matter                      | DEC 2007 |
| 52.227-11       | Patent Rights--Ownership By The Contractor                                    | MAY 2014 |
| 52.228-3        | Worker's Compensation Insurance (Defense Base Act)                            | JUL 2014 |
| 52.228-4        | Workers' Compensation and War-Hazard Insurance Overseas                       | APR 1984 |
| 52.230-5        | Cost Accounting Standards -- Educational Institutions                         | OCT 2015 |
| 52.230-6        | Administration of Cost Accounting Standards                                   | JUN 2010 |
| 52.232-9        | Limitation On Withholding Of Payments                                         | APR 1984 |
| 52.232-18       | Availability Of Funds                                                         | APR 1984 |
| 52.232-20       | Limitation Of Cost                                                            | APR 1984 |
| 52.232-22       | Limitation Of Funds                                                           | APR 1984 |
| 52.232-23       | Assignment Of Claims                                                          | MAY 2014 |
| 52.232-23 Alt I | Assignment of Claims (May 2014) - Alternate I                                 | APR 1984 |
| 52.232-25       | Prompt Payment                                                                | JAN 2017 |
| 52.232-25 Alt I | Prompt Payment (Jan 2017) Alternate I                                         | FEB 2002 |
| 52.232-33       | Payment by Electronic Funds Transfer--System for Award Management             | JUL 2013 |
| 52.232-39       | Unenforceability of Unauthorized Obligations                                  | JUN 2013 |
| 52.232-40       | Providing Accelerated Payments to Small Business Subcontractors               | DEC 2013 |
| 52.233-1        | Disputes                                                                      | MAY 2014 |
| 52.233-1 Alt I  | Disputes (May 2014) - Alternate I                                             | DEC 1991 |
| 52.233-3        | Protest After Award                                                           | AUG 1996 |



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| 52.233-3 Alt I     | Protest After Award (Aug 1996) - Alternate I                                                                                               | JUN 1985 |
| 52.233-4           | Applicable Law for Breach of Contract Claim                                                                                                | OCT 2004 |
| 52.237-3           | Continuity Of Services                                                                                                                     | JAN 1991 |
| 52.242-1           | Notice of Intent to Disallow Costs                                                                                                         | APR 1984 |
| 52.242-3           | Penalties for Unallowable Costs                                                                                                            | MAY 2014 |
| 52.242-4           | Certification of Final Indirect Costs                                                                                                      | JAN 1997 |
| 52.242-5           | Payments to Small Business Subcontractors                                                                                                  | JAN 2017 |
| 52.242-13          | Bankruptcy                                                                                                                                 | JUL 1995 |
| 52.243-2           | Changes--Cost-Reimbursement                                                                                                                | AUG 1987 |
| 52.243-2 Alt V     | Changes--Cost-Reimbursement (Aug 1987) - Alternate V                                                                                       | APR 1984 |
| 52.243-7           | Notification Of Changes                                                                                                                    | JAN 2017 |
| 52.244-5           | Competition In Subcontracting                                                                                                              | DEC 1996 |
| 52.244-6           | Subcontracts for Commercial Items                                                                                                          | JAN 2017 |
| 52.245-1           | Government Property                                                                                                                        | JAN 2017 |
| 52.245-1 Alt II    | Government Property (JAN 2017) Alternate II                                                                                                | APR 2012 |
| 52.245-9           | Use And Charges                                                                                                                            | APR 2012 |
| 52.246-23          | Limitation Of Liability                                                                                                                    | FEB 1997 |
| 52.246-24          | Limitation Of Liability--High-Value Items                                                                                                  | FEB 1997 |
| 52.246-25          | Limitation Of Liability--Services                                                                                                          | FEB 1997 |
| 52.247-1           | Commercial Bill Of Lading Notations                                                                                                        | FEB 2006 |
| 52.249-6           | Termination (Cost Reimbursement)                                                                                                           | MAY 2004 |
| 52.249-14          | Excusable Delays                                                                                                                           | APR 1984 |
| 52.251-1           | Government Supply Sources                                                                                                                  | APR 2012 |
| 52.251-2           | Interagency Fleet Management System (IFMS) Vehicles And<br>Related Services                                                                | JAN 1991 |
| 52.253-1           | Computer Generated Forms                                                                                                                   | JAN 1991 |
| 252.201-7000       | Contracting Officer's Representative                                                                                                       | DEC 1991 |
| 252.203-7000       | Requirements Relating to Compensation of Former DoD<br>Officials                                                                           | SEP 2011 |
| 252.203-7001       | Prohibition On Persons Convicted of Fraud or Other Defense-<br>Contract-Related Felonies                                                   | DEC 2008 |
| 252.203-7002       | Requirement to Inform Employees of Whistleblower Rights                                                                                    | SEP 2013 |
| 252.203-7003       | Agency Office of the Inspector General                                                                                                     | DEC 2012 |
| 252.203-7004       | Display of Fraud Hotline Poster(s)                                                                                                         | OCT 2015 |
| 252.204-7003       | Control Of Government Personnel Work Product                                                                                               | APR 1992 |
| 252.204-7004 Alt A | System for Award Management Alternate A                                                                                                    | FEB 2014 |
| 252.204-7005       | Oral Attestation of Security Responsibilities                                                                                              | NOV 2001 |
| 252.204-7015       | Notice of Authorized Disclosure of Information for Litigation<br>Support                                                                   | MAY 2016 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders                                                                                  | DEC 1991 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By<br>The Government of a Country that is a State Sponsor of<br>Terrorism           | OCT 2015 |
| 252.209-7005       | Reserve Officer Training Corps and Military Recruiting on<br>Campus                                                                        | MAR 2012 |
| 252.209-7999 (Dev) | Representation by Corporations Regarding an Unpaid<br>Delinquent Tax Liability or a Felony Conviction under any<br>Federal Law (Deviation) | JAN 2012 |
| 252.211-7000       | Acquisition Streamlining                                                                                                                   | OCT 2010 |
| 252.211-7007       | Reporting of Government-Furnished Property                                                                                                 | AUG 2012 |
| 252.215-7000       | Pricing Adjustments                                                                                                                        | DEC 2012 |
| 252.215-7002       | Cost Estimating System Requirements                                                                                                        | DEC 2012 |
| 252.219-7003       | Small Business Subcontracting Plan (DOD Contracts)--Basic                                                                                  | MAR 2016 |
| 252.223-7001       | Hazard Warning Labels                                                                                                                      | DEC 1991 |
| 252.223-7002       | Safety Precautions For Ammunition And Explosives                                                                                           | MAY 1994 |

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| 252.223-7003 | Changes In Place Of Performance--Ammunition And Explosives                                                             | DEC 1991 |
| 252.223-7004 | Drug Free Work Force                                                                                                   | SEP 1988 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials                                        | SEP 2014 |
| 252.223-7007 | Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives                                                   | SEP 1999 |
| 252.225-7000 | Buy American--Balance Of Payments Program Certificate--Basic (Nov 2014)                                                | NOV 2014 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors                                                                           | DEC 2012 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award                            | OCT 2015 |
| 252.225-7007 | Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies             | SEP 2006 |
| 252.225-7012 | Preference For Certain Domestic Commodities                                                                            | FEB 2013 |
| 252.225-7013 | Duty-Free Entry--Basic (Nov 2014)                                                                                      | NOV 2014 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings                                                                 | JUN 2011 |
| 252.225-7017 | Photovoltaic Devices                                                                                                   | NOV 2015 |
| 252.225-7018 | Photovoltaic Devices--Certificate                                                                                      | NOV 2015 |
| 252.225-7021 | Trade Agreements--Basic (OCT 2015)                                                                                     | OCT 2015 |
| 252.225-7025 | Restriction on Acquisition of Forgings                                                                                 | DEC 2009 |
| 252.225-7031 | Secondary Arab Boycott Of Israel                                                                                       | JUN 2005 |
| 252.225-7040 | Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States                                   | AUG 2015 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States                                | JUN 2015 |
| 252.225-7048 | Export-Controlled Items                                                                                                | JUN 2013 |
| 252.225-7050 | Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism                 | OCT 2015 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items                                                                          | FEB 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation                            | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items                                                                                       | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information                                                                                  | JAN 2011 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions                                               | JAN 2011 |
| 252.227-7019 | Validation of Asserted Restrictions--Computer Software                                                                 | SEP 2011 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends               | MAY 2013 |
| 252.227-7026 | Deferred Delivery Of Technical Data Or Computer Software                                                               | APR 1988 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software                                                               | APR 1988 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government                                             | JUN 1995 |
| 252.227-7030 | Technical Data--Withholding Of Payment                                                                                 | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data                                                                   | JUN 2013 |
| 252.227-7039 | Patents--Reporting Of Subject Inventions                                                                               | APR 1990 |
| 252.228-7000 | Reimbursement for War-Hazard Losses                                                                                    | DEC 1991 |
| 252.231-7000 | Supplemental Cost Principles                                                                                           | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports                                                        | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments                                                                                            | DEC 2006 |
| 252.235-7004 | Protection of Human Subjects                                                                                           | JUL 2009 |

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| 252.243-7002 | Requests for Equitable Adjustment                                   | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items                                   | JUN 2013 |
| 252.244-7001 | Contractor Purchasing System Administration                         | MAY 2014 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property     | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property                               | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration                | APR 2012 |
| 252.245-7004 | Reporting, Reutilization, and Disposal                              | SEP 2016 |
| 252.246-7000 | Material Inspection And Receiving Report                            | MAR 2008 |
| 252.246-7003 | Notification of Potential Safety Issues                             | JUN 2013 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea                   | MAR 2000 |
| 252.247-7028 | Application for U.S. Government Shipping Documentation/Instructions | JUN 2012 |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction       | OCT 2015 |
| 252.251-7000 | Ordering From Government Supply Sources                             | AUG 2012 |

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE II (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this

contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

## 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
  - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
  - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).
  - (C) Identification of prime contracts under which the contractor performs as a subcontractor.
  - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
  - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
  - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
  - (G) Management letter from outside CPAs concerning any internal control weaknesses.
  - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
  - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
  - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.



(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

## 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) -- ALTERNATE II (AUG 2012)

### (a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with FAR subpart 31.3 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary

ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from date of contract award through 26 September 2022 or, if option is exercised, 26 September 2027.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **1 Staff Month**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **25,173 Staff Months**;

(2) Any order for a combination of items in excess of **25,173 Staff Months**; or

(3) A series of orders from the same ordering office within **thirty (30) days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.



(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five (5) days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## **52.216-22 INDEFINITE QUANTITY. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **final estimated completion date as stated in each Task Order.**

(End of clause)

## **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (APR 2015) (MODIFIED) (NOV 2016)**

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

| <u>ITEM(S)</u> | <u>LATEST OPTION EXERCISE DATE</u> |
|----------------|------------------------------------|
| 0003           | On or before 27 September 2022     |

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed ten (10) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT, (NAVSEA 5252.216-9122), if the total staff months delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of staff months specified in paragraph (a) of the aforementioned requirement have been expended, subject to the Limitation of Costs/Limitation of Funds Clause.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero dollars or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of clause)

**52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a

later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of clause)

## **52.244-2 SUBCONTRACTS (OCT 2010)**

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

**NONE**

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NONE**

(End of clause)

## **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

or

<http://farsite.hill.af.mil>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

#### 252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.



(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### 252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

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

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

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

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

#### 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

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

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to--

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--



(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

## **252.216-7006 ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued:

| <u>ITEM(S)</u> | <u>FROM</u>             | <u>TO</u>         |
|----------------|-------------------------|-------------------|
| 0001           | Date of Contract Award  | 26 September 2022 |
| 0003           | Date of Option Exercise | 26 September 2027 |

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

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

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported by the **Naval Sea Systems Command (NAVSEA)** under Contract No. **N00024-17-D-XXXX, Task Order No. XXXX**.

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or

recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the **Naval Sea Systems Command (NAVSEA)**.

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM<br>DESCRIPTION | CONTRACT<br>LINE ITEMS | QUANTITY |
|---------------------|------------------------|----------|
|                     |                        |          |
|                     |                        |          |
|                     |                        |          |
|                     |                        |          |
| TOTAL               |                        |          |

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

**Section J - List of Documents, Exhibits and Other Attachments**

The following document(s), exhibit(s), and other attachment(s) form a part of this ordering contract:

- Attachment 1 - ARL:UT Task Preparation Instructions dated, 13 June 2017, 7 pages; Task Description (TD) dated, 13 June 2016, 5 pages; and Task Description Revision (TDR) dated, 13 June 2017, 2 pages
- Attachment 2 - Contract Data Requirements List, DD Form 1423 - Exhibit A, CDRL A001 dated, 5 April 2016, 4 pages; CDRL A002 dated, 12 February 2016, 3 pages; CDRL A003 dated, 12 February 2016, 3 pages; CDRL A004 dated, 12 February 2016, 3 pages; and CDRL A005 dated, 20 May 2016, 5 pages
- Attachment 3 - Contract Security Classification Specification, DD Form 254 dated, 20 September 2017, 5 pages
- Attachment 4 - ARL:UT Individual Small Business Subcontracting Plan dated, 6 January 2017, 2 pages; ARL:UT Master Small Business Subcontracting Plan May 2014, 6 pages

## **APPLIED RESEARCH LABORATORIES, THE UNIVERSITY of TEXAS at AUSTIN (ARL:UT) TASK PREPARATION INSTRUCTION**

Orders placed on the ARL:UT contract will be based on the information provided via the Task Description (TD) Form. Revision to a Task Description, resulting from changes to items such as the statement of work, deliverables, or the task estimate shall be made via the Task Description Revision (TDR) Form. The following guidance is provided to assist in the Completion of the numbered sections of the task description form.

### **GUIDANCE FOR COMPLETING THE TASK DESCRIPTION FORM**

1. **Title** - ARL:UT will provide the task title in conjunction with the sponsor

The Task Description title should be placed on the sponsor representations and certifications pages as well (last page of TD).

2. **TD Number** - The Task Description number will be assigned by NAVSEA

3. **Type of Task** - Indicate whether you, the sponsor, recommend that the task be placed as term/severable, term/non-severable or completion. Input from the laboratory may be used, but the sponsor should make the recommendation. The final decision on severability shall rest with the Procuring Contracting Officer at NAVSEA comptroller, ARL:UT and the program sponsor.

Completion Form -This form of task describes the scope of work by stating a clear development path and specifying a well defined end product or goal. The full value of the work can only be achieved if the task is taken to its completion. The completion form is preferred over the term form whenever the work, or specific milestones for the work, can be defined well enough to permit development of estimates within which the contractor can be expected to complete the work. The ability to properly estimate the cost and scope of work effort is critical. ARL:UT will be paid fee based upon delivery of the product called for In the Task Description. Care should be taken to ensure that the scope of the work is accurately estimated In the Task Description and the product is properly defined or ARL:UT may collect the entire fee without the sponsor receiving the desired product. This may also be a result when the estimate (and the fee pool) are over stated. In a cost overrun situation, the sponsor may elect to provide the funds needed to complete the task, however; these funds may only be provided for additional costs. Additional fee will not be paid in cases where a cost overrun exists.

It is recommended that all efforts determined to be completion tasks be fully-funded upon issuance to ARL:UT. This is preferred since under a completion task, work is being placed in order to achieve delivery of an end product, and inadequate funding will probably prevent the delivery. However, partial funding will be permitted as long as there is a reasonable expectation that the task will be fully funded. If the task is not fully funded, a revision must be completed in order to define that scope of the task actually expected as well as providing a new funding estimate. The designation of the task as completion may be revisited. Also, at the first indication of a change in the task goal or end product (scope of task), a task revision should be prepared.

With the exception of Research and Development (R&D) funded tasks, each completion task can cite only one fiscal year's funds throughout the task performance period (i.e. tasks must be fully funded utilizing only one fiscal year's money).Funds cannot be added for previously

unfunded efforts or for any change in scope once the appropriation cited expires for new obligation purposes. In the case of R&D funds, complete on tasks can be incrementally funded (i.e., funded with money from different fiscal years) as long as the funds being cited have not expired for new obligation purposes.

Term/Severable Tasks – All term tasks, both severable and non-severable, are level-of-effort tasks. Term tasks are fundamentally about the delivery of effort, NOT end products. ARL:UT will be paid for all allowable costs incurred, and the fixed fee is payable at the end of the period of performance if effort is deemed satisfactory. In the case of both completion and term effort, there is work to be completed, and often, a reported result; the essential difference involves the specificity with which the work can be defined.

A term severable task normally covers a period of time with work which is continuing in nature. Term severable tasks can be separated into components and/or time periods which can be independently performed to meet the specific needs of the government. This type of task can be incrementally funded over the period of performance specified, provided that the funds being cited do not provide for services beyond the period of availability of the appropriation being cited (e.g. Navy Operations and Maintenance funds are available for one year, R&D funds are available for two years).

Term/Non-Severable Tasks - As stated above, this type of task is level-of-effort in nature with the task being fundamentally about the delivery of effort. Like completion tasks, they are focused on a PARTICULAR, SINGLE ENO PRODUCT OR GOAL. The full value of the work can only be achieved if all of the work on the task is completed. They are different from completion tasks in that they cannot be sufficiently defined in advance to permit ARL:UT and the Government to agree on an accurate, estimated cost to complete. A further distinction is that under a non-severable LOE task the contractor is only required to provide effort deemed to be satisfactory, not the end product anticipated.

Unlike severable tasks, non-severable tasks generally contain the following characteristics:

- specific and definite end product
- a single undertaking
- sufficiently definitized so that ARL:UT can perform without further direction
- not dependent upon other actions.

Tasks containing numerous items to be performed over a period of time would normally be considered as severable unless there is evidence that such items must be accomplished as a whole. Increasing complexity and length in tasks causes work to be more difficult to define and therefore makes a term task more likely to be severable. Incorrectly describing tasks can give legitimate non-severable tasks the appearance of being severable.

Unlike completion tasks, term non-severable tasks contain significant technical and financial risk. The path to completion of the end item is not clear. Therefore, neither is the estimate. As with completion tasks, there is a preference that all term/non-severable tasks be fully funded upon issuance of the task. However, partial funding will be permitted so long as there is a reasonable expectation that the task will be fully funded. If the task is not ultimately fully funded, a revision must be completed in order to define that scope of the task actually expected, as well as a new, funded estimate. The designation of the task as non-severable may be revisited at this time.



Similar to a completion task, with the exception of R&D funds, all tasks funded as non-severable must use the same fiscal year's funds throughout the period of performance of the entire task. Funds cannot be added for previously unfunded efforts or for any change in scope once the appropriation expires for new obligation purposes. For R&D, funds may be obligated incrementally (i.e. from different fiscal years) over the period of performance.

**4. Estimated Completion Date** - Indicate the expected estimated completion date for the Task Description, consistent with the cost estimate, the period of availability of the funds, the task type, and the date of the last deliverable item.

Completion dates and deliverable dates should be stated as \_\_\_\_months ARO (after receipt of order) Instead of a calendar date. This will reduce some of the problems associated with exceeding the completion date of a task.

**5. Total Estimated Cost** - ARL:UT shall indicate the total estimated cost applicable to in-house effort and the total estimated cost applicable to contracted services. ARL:UT shall also indicate the total estimated staff months for the task. Concurrent with the Task Description, ARL:UT shall provide a detailed cost estimate consistent with this Block 5 estimate.

NAVSEA requires the submission of a budget with the submission of each Task Description. NAVSEA is evaluating all elements of cost for each Task Description proposed. In order to provide NAVSEA with the necessary supporting documentation. This will help to expedite NAVSEA review and approval, and will eliminate the need for prior ACO approval for equipment, foreign travel, overtimes supplemental pay, etc.

Please note the following types of Information must be provided for each proposed cost element:

Salaries and Wages - A budget is required for labor break down. If a non ARL employee is being budgeted, the ARL proposal office shall obtain a university approved cost proposal from the non-ARL employee's college so that the rates can be verified.

Supplies and Materials - Description of each item, proposed vendor, quantity needed, unit cost and basis of estimate (ie. Catalog, prior purchase, vendor quote, engineering estimate, etc.)

Travel - List proposed trips Individually, purpose of trip, dates, destination and basis for cost derived (Include: number of trips, number of people per trip, airfare, ground transportation, lodging, meals and incidentals, registration and total trip cost).A proposal preparation worksheet must be included when travel is proposed.

Subcontract Effort - Identify the nature of the work, the proposed vendor if known, and basis for cost (ie. Catalog, prior purchase, vendor quote, engineering estimate, etc.)

Equipment - Provide the description of the Item, technical justification, model, vendor, quantity, unit cost, basis for cost (ie. Catalog, prior purchase, vendor quote, engineering estimate, etc.). Capital equipment greater than \$5K and all computers regardless of cost, must be listed in block 18 of the task description as well. This list should include: cost of the equipment, basis of cost estimate, and justification of technical need.)

Other Direct Cost - Identify the type of cost (computer, publications, tuition, etc.) and the basis of estimate for the cost (ie. Catalog, prior purchase, vendor quote, engineering estimate, etc.).

Miscellaneous - Identify any other costs that are not classified in the categories above.

6. **Sponsor Technical Representative (TR)** - Indicate the name, code, agency, and address of the Individual the sponsor has chosen as their technical representative. This representative shall provide assistance to the program sponsor in completing information in Block 21. Note - when contract distribution is made, it shall be made to the address shown In this block. Therefore, it is incumbent upon sponsors to keep this information up to date.

7. **Sponsor TR Telephone** - self-explanatory.

8. **Sponsor TR Internet Address** - self-explanatory.

9. **ARL:UT Technical Representative** - ARL:UT shall Identify the individual responsible for the technical effort.

10 **ARL:UT Technical Representative Telephone Number** - self-explanatory.

11. **ARL:UT Technical Representative Internet Address** - self-explanatory.

12. **Technical Area and Title** - Include number and title of Core Competency. ARL shall indicate what it believes to be the applicable essential capability from Section C of the basic contract. By signing the Task Description, the sponsoring organization indicates its concurrence.

1. Characteristics of the Medium
2. High Frequency Sonar
3. Acoustic Properties of Target
4. Signal and Information Processing and Display
5. Navigation and Precise location
6. Command, Control, Communications, Computers and Intelligence (C4I)
7. Mission Related Application of Core Competencies

#### C.1 Description of Procurement

##### ARL:UT Core Competencies

ARL:UT provides the following core mission competencies in research, development test and evaluation, system enhancement, integration, and engineering in support of warfighting programs for the Navy and other agencies of the Government:

(1) Characteristics of the medium relative to the ocean acoustic environment and its effects on undersea warfare systems, and relative to electromagnetic propagation in the atmospheric, tropospheric, and ionospheric environment and its effects on electromagnetic information warfare systems.

(2) High frequency sonar as applied to warfighting applications including mine hunting/obstacle avoidance, reconnaissance, classification, swimmer detection, precision bathymetry, environmental characterization, under ice and ocean bottom navigation, and intelligence collection.

(3) Acoustic and electromagnetic properties as related to target characteristics, including countermeasures, sensors and signal processing.

(4) Signal and information processing and display as applied to acoustic, electromagnetic and electro-optical systems including advanced display/format technology, source and array technology, spatial and temporal processing, and high order spectral methods.

(5) Navigation and precise location in space, air, water, and on land, including geodetic,

(6) Command, Control, Communications, Computers, and Intelligence (C4I) as applied to modeling and simulation, electromagnetic instrumentation, development of scientific tools for information content analysis to identify specific information within large datasets, and innovative computer and software development.

(7) Mission related and public service oriented research, technology development, test evaluation and systems analysis required to provide a quick response to rapidly evolving DoD and other government agency requirements through the application of the above core competencies, along with the complementary capabilities of the other divisions of the University of Texas.

**13. Security Classification** - Indicate the highest level of Classification (i.e. UNCLASSIFIED, CONFIDENTIAL, SECRET, TOP SECRET) of the work addressed in the Task Description. Each individual Task Description Involving a classified effort will require a DD Form 254 to be submitted with the Task Description form. The task will not be placed on contract until this form is provided.

A DD Form 254 can be obtained from the cognizant Security office. The completion date on the DD Form 254 must be consistent with the completion date on the Task Description.

**14. Funding Appropriation** - This section will be completed by NAVSEA upon receipt of a sponsor-funding document. This funding document should reflect the type of A&D funding supplied (i.e.t 6.1,6.2, etc.).

**RDTE** - for expenses related to Research, Development, Test, and Evaluation 2-year appropriation life; can be funded with appropriations from multiple years

**O&M**- for expenses necessary for Operations and Maintenance 1-year appropriation life; can only be funded with an appropriation from one fiscal year

**OP/WP**- for expenses related to Procurement (Other or Weapons) 3-year appropriation life; can only be funded with an appropriation from one fiscal year; must be fully funded

**SC** -for construction of new ships plus certain modification and over haul of existing ships 5-year appropriation life; can only be funded with an appropriation from one fiscal year; must be fully funded

**DBOF/WCF**-Defense Business Operations Fund and Working capital Fund Appropriation rules determined by the prime source of funding (see original funding document).

**FMS** - Foreign Military Sales Funds usually do not expire once committed; can be incrementally funded per NAVSEA

15. **Task Objective** - Provide a clear, concise, and self-contained statement of the objective of the work to be accomplished. This statement should be consistent with the task and the essential capability cited In Block 12.

16. **Description of Work** - Provide a clear and detailed description of work required for the period of performance and to accomplish the task objective. This description is key to the designation contained in Block 3. Should either the term non-severable or completion block be checked, it must be clear that the task, even If there are intermediate products, leads to a defined singular end-product or goal. Use "bullets" to separate subtasks rather than #s to avoid interpretation that subtasks are separate and independent efforts. All acronyms should be defined.

17. **Deliverable Products and/or Reports and Schedule** - Identity all deliverables associated with the work requirements Including technical reports, hardware, software, other documentation, etc. All deliverables stated or implied in the Description of Work should be listed here. Estimated delivery dates should be Indicated either as a specific date or a period of months after receipt of an order (ARO) on the ARL:UT contract Unless a specific date is necessary, the latter course is preferable In order to account for possible processing delays (Including funding, security and task problems). If a delivery date Is constrained by a specific event then the constraint should be indicated (i.e., availability of a ship, etc.)

18. **Special Requirements** - Provide any requirements regarding document distribution, information concerning purchased, leased or government-furnished property, government furnished information, disposition of government furnished equipment upon completion of the task, special test equipment (STE), planned foreign travel, special delivery terms, security issues related to the task or any other special provisions required in the performance of the Task Description. To expedite inclusion of the task into the contract, provide as an attachment to the Task Description or fist In Block 1B the acquisition value/cost and a brief justification for any facilities to be provided by the government, either as government furnished property or contractor acquired property. See the definitions in FAR 45.101 (a).

All capital equipment greater than\$5K and all computers, regardless of cost, must be listed In block 1B of the task description as well. This list should include: cost of the equipment, basis of cost estimate, and justification of technical need.

19. **Subcontracts** - ARL:UT shall provide a breakdown of proposed Subcontracts necessary for the performance of the proposed work and the estimated amounts of each.

20. **Endorsements** - Both the sponsor and ARL:UT must sign indicating agreement on all items contained within the Task Description. Please date the endorsement and provide the telephone number of the signatory.

The Technical Representative's department or division head should sign the University Laboratory endorsement line.

21. **Sponsor Representations and Certifications** - The Sponsor's Technical Representative shall review and complete this Block as applicable. The sponsor must then be able to certify that all of the conditions outlined In Sections a. through g. have been met and provide an accurate representation of the Task Description. A brief description of each section follows:

- a. The person appointed as the sponsor's technical representative must be able to certify that they chose ARL:UT to perform the work outlined in the Task Description in accordance with the terms outlined in this section.
- b. The technical representative must also certify that the task has been prepared in accordance with this guidance and provides a complete and accurate description of the work to be performed. In addition, it is agreed that if any changes occur to the work plan, they will be documented in a task revision.
- c. NAVSEA relies on the technical representative's analysis of the Task Description and its related cost breakdown when evaluating a task for incorporation into a task order. Therefore, the sponsor's technical representative must be able to certify that he/she has in fact reviewed this breakdown as presented in the cost estimate and assessed it as fair and reasonable for performance of the task.
- d. This is to ensure that any Task involving a classified effort is accompanied by a DD Form 254.
- e. The basic task order contract for ARL:UT has been assigned a Defense Priorities and Allocations System (DPAS) rating of DO -A7, in accordance with FAR 11.6. This rating will be carried over to all task orders awarded under the basic contract unless a higher priority is indicated in this space.
- f. Property identified as Special Test Equipment (STE), as defined at FAR 45.101, must be certified as such. If STE is identified in Block 18 of the Task Description, this certification must be completed in Block 21f.
- g. In order to comply with related agency guidelines regarding Consulting Services (CS), all Task Descriptions must be reviewed for determination of the appropriate CS designation. The designation as either CS or non CS must be made and the name and phone number of the person consulted in the comptroller's office must be given.
- h. Deliverable equipment has been identified and in accordance with FAR 45.602-3 all other non-deliverable equipment (NOT funded with RDT&E 6.1 and 6.2 funds) to be acquired as a direct charge, the sponsor has 20 days from receipt to screen inventory disposal schedule and provide disposition instructions (to include delivery instructions of equipment or identify a task or other contract for transferring use of equipment. In accordance with FAR 45.6 and DFAR 245.6 the ACO may dispose of equipment no longer needed for the contract performance.
- i. For DoD Tasks only, the program manager should certify that they have considered the "Better Buying Power" (BBP) initiatives as promulgated In the USD(AT&L) Memorandum dated 03 November 2010.

**22. Certification That Information Is Accurate and Complete** - self-explanatory.

**ARL:UT Designator** - This number is provided by the ARL Proposal Office once the Task Description package proceeds through the routing process. This is for internal use only.

APPLIED RESEARCH LABORATORIES  
THE UNIVERSITY OF TEXAS AT AUSTIN

Date Prepared:

Contract Number: N00024-17-D-6421

**TASK DESCRIPTION**

|                                                                                                                                                                                                                                                                               |                                                                                      |                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>1. TITLE</b>                                                                                                                                                                                                                                                               |                                                                                      | <b>2. TD NUMBER</b><br><br>(To be assigned by NAVSEA)           |
| <b>3. TYPE OF TASK</b><br><br><input type="checkbox"/> Term/Severable<br><br><input type="checkbox"/> Term/Non-Severable<br><br><input type="checkbox"/> Completion                                                                                                           | <b>6. SPONSOR TECHNICAL REPRESENTATIVE (TR)</b><br>(Name, Code, Agency, and Address) | <b>9. ARL:UT TECHNICAL REPRESENTATIVE</b><br>(Name and Address) |
| <b>4. ESTIMATED COMPLETION DATE</b>                                                                                                                                                                                                                                           |                                                                                      |                                                                 |
| <b>5. TOTAL ESTIMATED COST (\$K)</b><br>In-House: _____<br>Contract Services: _____<br>TOTAL: _____<br>Staff Months: _____                                                                                                                                                    |                                                                                      |                                                                 |
| <b>7. SPONSOR TR TELEPHONE</b> (Commercial and DSN)                                                                                                                                                                                                                           |                                                                                      | <b>10. ARL:UT TELEPHONE</b>                                     |
| <b>8. SPONSOR TR EMAIL ADDRESS</b>                                                                                                                                                                                                                                            |                                                                                      | <b>11. ARL:UT EMAIL ADDRESS</b>                                 |
| <b>12. TECHNICAL AREA AND TITLE</b>                                                                                                                                                                                                                                           |                                                                                      | <b>13. SECURITY CLASSIFICATION*</b>                             |
| <b>14. FUNDING APPROPRIATION</b><br><input type="checkbox"/> RDT&E Level: _____ <input type="checkbox"/> O&M <input type="checkbox"/> OP <input type="checkbox"/> SCN <input type="checkbox"/> WP <input type="checkbox"/> FMS <input type="checkbox"/> Other (specify) _____ |                                                                                      |                                                                 |
| <b>15. TASK OBJECTIVE</b>                                                                                                                                                                                                                                                     |                                                                                      |                                                                 |
| <b>16. DESCRIPTION OF WORK</b> <i>(If additional space is required, use separate sheet)</i>                                                                                                                                                                                   |                                                                                      |                                                                 |

\* A Contract Security Classification Specification (DD Form 254) is required for Task Descriptions involving CLASSIFIED work.

CONTRACT NUMBER \_\_\_\_\_

TD NUMBER \_\_\_\_\_

(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

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**17. LIST DELIVERABLE PRODUCTS AND/OR REPORTS AND SCHEDULE**

---

**18. SPECIAL REQUIREMENTS** (GFP, Special Test Equipment, Foreign Travel, Special Delivery Terms, Other)

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**19. CONTRACT SERVICES AND INTERDEPARTMENTAL R&D PLAN** *(If additional space is required, use separate sheet)*

Contractor

Scope of Work

Estimated Cost

---

**20. ENDORSEMENTS**

University Laboratory

Date

Telephone

Task Sponsor

Organization and Code

Date

Telephone

Joseph Vignali, NAVSEA OOU

(202) 781-5412

Contracting Officer's Representative

Date

Telephone

joseph.vignali@navy.mil

COR EMAIL Address



CONTRACT NUMBER \_\_\_\_\_

TD NUMBER \_\_\_\_\_  
(To be assigned by NAVSEA)

**ARL:UT TASK DESCRIPTION (Continued)**

**TITLE** (From Page 1 of Task Description)

**21. SPONSOR REPRESENTATIONS AND CERTIFICATIONS**

a. I have analyzed other sources for accomplishment of this task, including opportunities for small business, but because of the need to (1) maintain a long term strategic relationship, (2) maintain continuity and currency in special fields of expertise, (3) maintain objectivity and a high degree of competency in staff and work, and (4) provide the ability to respond to emerging needs, I have chosen ARL:UT to perform this task. Any subcontracting required in performance of this task is for supplies or services necessary to accomplish such work. Subcontracting to small business has been considered for accomplishment of this task.

b. The Task clearly and adequately defines the work to be performed, including applicable milestones, deliverables, and reporting requirements. I shall promptly notify the Contracting Officer of any material changes in the scope of a Task which materially affect milestones, deliverables or reporting requirements. Such modifications shall be reflected in a written Task Description Revision. Any Task direction within the scope of this Task Description must also be issued in writing by the task sponsor and should be sent directly to ARL:UT.

c. The estimated direct labor staff-months and labor classifications, the estimated amounts for technical services and for direct subcontracts, and the estimated travel costs, as presented in the cost estimate for this Task Description, have been reviewed and assessed as fair and reasonable, and where possible, by comparison to costs incurred for similar or related Tasks performed for this office by ARL:UT and/or other contractors. The program sponsor acknowledges that when this Task is negotiated with the contracting agency, some elements of cost such as rates or material may change from the time of task submittal to the program sponsor, and that these changes may affect the number of staff months estimated for delivery.

d. A current Contract Security Classification Specification (DD Form 254) has been provided to NAVSEA if the proposed work is classified. (See Block 13)

e. The work identified in this Task must carry a Defense Priorities and Allocations System (DPAS) rating in accordance with FAR 11.6. This rating will be specified on subcontracts and purchase orders issued by ARL:UT under the Prime Contract. The work under this Task carries a DPAS rating of DO-A7 unless another rating and program identification symbol is identified here: \_\_\_\_\_

f. If Special Test Equipment (STE) is identified in this task, \_\_\_\_\_ (print or type name), a technical evaluator qualified to understand the criteria for classification of property, its composition, and its use, has determined that the property listed in Block 18 as STE is properly classified in accordance with FAR 45.101.

g. I have discussed this work with my Comptroller's office, which concurs that this is not classified as Consulting Services (CS) as defined by appropriate instructions applicable to my organization. The Comptroller of my organization has been supplied with a copy of this task and concurs with this non-CS determination, and has authority to make such determination(s).

h. I certify that all deliverable equipment has been identified in block 17 of this Task Description. In accordance with FAR 45.602-3, it is understood that for all other non-deliverable equipment (which is NOT funded with RDT&E 6.1 and 6.2 funds) to be acquired as a direct charge to the contract, the sponsor has 20 days from receipt to screen the inventory disposal schedule and provide disposition instructions. The sponsor agrees to provide delivery instructions for the equipment or shall identify a task or other contract to which the equipment shall be transferred. Otherwise, the equipment will be deemed no longer needed for contract performance and may be disposed of by the ACO in accordance with FAR 45.6 and DFAR 245.6.

i. FOR DOD TASKS ONLY: I certify that I have considered the USD(AT&L) Memo 03 Nov 2010 "Better Buying Power" BBP requirements, principles and guidance in the planning of this task, and will implement such BBP initiatives for obtaining greater efficiency and productivity in defense spending during the execution of the work to be performed under this task.

**22. I CERTIFY THAT THE ABOVE INFORMATION IS ACCURATE AND COMPLETE.**

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

CONTRACT NUMBER \_\_\_\_\_

TD NUMBER \_\_\_\_\_

(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

---

THIS CERTIFICATION AND ENDORSEMENT MUST BE FORWARDED WITH THE ORIGINAL OF THE TASK DESCRIPTION TO NAVSEA 00U

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16. DESCRIPTION OF WORK (Continued)

CONTRACT NUMBER \_\_\_\_\_

TD NUMBER \_\_\_\_\_

(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

\_\_\_\_\_

**APPLIED RESEARCH LABORATORIES  
THE UNIVERSITY OF TEXAS AT AUSTIN**

Date Prepared:

Contract Number: N00024-17-D-6421

Task Order:

**TASK DESCRIPTION REVISION**

|                                           |                                                           |                                           |                           |
|-------------------------------------------|-----------------------------------------------------------|-------------------------------------------|---------------------------|
| <b>1. TITLE</b>                           |                                                           | <b>2. TD NUMBER</b>                       | <b>3. REVISION NUMBER</b> |
| <b>4. REVISED EST. COMPLETION DATE</b>    | <b>6. SPONSOR TECHNICAL REP (TR)</b> (Name, Code, Agency) | <b>9. ARL:UT TECHNICAL REPRESENTATIVE</b> |                           |
| <b>5. REVISED SECURITY CLASSIFICATION</b> | <b>7. SPONSOR TR TELEPHONE</b> (Commercial and DSN)       | <b>10. ARL:UT TELEPHONE</b>               |                           |
|                                           | <b>8. SPONSOR TR EMAIL ADDRESS</b>                        | <b>11. ARL:UT EMAIL ADDRESS</b>           |                           |

**12. TOTAL ESTIMATED COST/LOE (REVISED)**

|                   | <u>PREVIOUS AMOUNT</u> | <u>REVISION</u> | <u>REVISED TOTAL</u> |
|-------------------|------------------------|-----------------|----------------------|
| In House          |                        |                 |                      |
| Contract Services |                        |                 |                      |
| Total             |                        |                 |                      |
| Staff Months      |                        |                 |                      |

**13. REASON AND/OR JUSTIFICATION FOR REVISION**

**14. REVISIONS TO DESCRIPTION OF WORK** (If additional space is required, use separate sheet)

**15. LIST CHANGES TO DELIVERABLES AND REVISED SCHEDULE**

**16. LIST CHANGES IN SPECIAL REQUIREMENTS** (GFP, Special Test Equipment, Foreign Travel, Special Delivery Terms, Other)

**17. LIST CHANGES IN CONTRACT SERVICES AND INTERDEPARTMENTAL R&D PLAN**

**18. ENDORSEMENTS**

|                                                |                            |                |
|------------------------------------------------|----------------------------|----------------|
| University Laboratory                          | Date                       | Telephone      |
| Task Sponsor                                   | Organization and Code      | Telephone      |
|                                                | Joseph Vignali, NAVSEA OOU | (202) 781-5412 |
| Contracting Officer's Technical Representative | Date                       | Telephone      |
|                                                | joseph.vignali@navy.mil    |                |
|                                                | COTR EMAIL Address         |                |

CONTRACT NUMBER    N00024-17-D-6421

TD NUMBER \_\_\_\_\_  
(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION    (Continued)

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**14. REVISIONS TO DESCRIPTION OF WORK** (Continued)

| CONTRACT DATA REQUIREMENTS LIST<br>(1 Data Item)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |                                                  |                                                    |                                                      |  | Form Approved<br>OMB No. 0704-0188 |   |                                           |  |                     |   |   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------|----------------------------------------------------|------------------------------------------------------|--|------------------------------------|---|-------------------------------------------|--|---------------------|---|---|
| <small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small> |                               |                                                  |                                                    |                                                      |  |                                    |   |                                           |  |                     |   |   |
| A. CONTRACT LINE ITEM NO.<br>0001 and 0003                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               | B. EXHIBIT<br>A                                  |                                                    | C. CATEGORY:<br>TOP _____ TM _____ OTHER <u>FNCL</u> |  |                                    |   |                                           |  |                     |   |   |
| D. SYSTEM/ITEM<br>Research and Development                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                               | E. CONTRACT/PR NO.<br>N00024-15-NR-03645         |                                                    | F. CONTRACTOR<br>ARL :UT                             |  |                                    |   |                                           |  |                     |   |   |
| 1. DATA ITEM NO.<br>A001                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               | 2. TITLE OF DATA ITEM<br>Performance Cost Report |                                                    | 3. SUBTITLE                                          |  |                                    |   |                                           |  |                     |   |   |
| 4. AUTHORITY (Data Acquisition Document No.)<br>OT-16-20082                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                               | 5. CONTRACT REFERENCE<br>SOW Para. 3.1           |                                                    | 6. REQUIRING OFFICE<br>NAVSEA 00U                    |  |                                    |   |                                           |  |                     |   |   |
| 7. DD 250 REQ<br>LT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 9. DIST STATEMENT<br>REQUIRED | 10. FREQUENCY<br>MTHLY                           | 12. DATE OF FIRST SUBMISSION<br>30 DAC             | 14. DISTRIBUTION                                     |  |                                    |   |                                           |  |                     |   |   |
| 8. APP CODE<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | C (See Blk 16)                | 11. AS OF DATE<br>0                              | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk 16 | a. ADDRESSEE                                         |  | b. COPIES                          |   |                                           |  |                     |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                  |                                                    |                                                      |  | Draft                              |   | Final                                     |  |                     |   |   |
| <b>18. REMARKS</b><br>BLK 9; Distribution Statement C: Distribution authorized to U.S. Government Agencies and their contractors (Administrative or Operational Use) (09082011). Other requests for this document shall be referred to (NAVSEA 00U) WNY, Washington DC 20376.<br><br>Blks 10, 12 and 13: The Performance Cost Report shall be delivered NLT the 15th of the next month.<br><br>Blk 14: Electronic Media Requirements: The Report shall be electronically delivered in a PDF file to the addressee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |                                                  |                                                    | SEA 00U                                              |  | 0                                  | 1 | 0                                         |  |                     |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                  |                                                    |                                                      |  |                                    |   |                                           |  |                     |   |   |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                  |                                                    |                                                      |  |                                    |   |                                           |  |                     |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                  |                                                    |                                                      |  |                                    |   |                                           |  |                     |   |   |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |                                                  |                                                    | G. PREPARED BY<br>Richard W. Clarke, NAVSEA 00U      |  | H. DATE<br>20160405                |   | I. APPROVED BY<br>Donald S. Williams, 06L |  | J. DATE<br>20160405 |   |   |

|                              |
|------------------------------|
| 17. PRICE GROUP              |
| 18. ESTIMATED<br>TOTAL PRICE |

## INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

### FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSOL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 15.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

### FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data.

These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.



## DATA ITEM DESCRIPTION (DID)

Title: PERFORMANCE AND COST REPORT

Number: OT-16-20082 *dk*

AMSC Number: N/A

DTIC Applicable: N/A

Office of Primary Responsibility (OPR): SEA00U

Applicable Forms: N/A

Approval Date: 20160405 *dk*

Limitation: N00024-15-NR-03645

GIDEP Applicable: N/A

User Relationship: The Performance and Cost Report provides current status and projected requirements of funds, man-hour, and work hours and work completion.

This DID contains the format and content preparation instruction for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is for One-Time use on contract N00024-15-NR-03645 only. *dk*

1. Format. The Performance and Cost Report shall be presented in a format similar to that of the Sample attached (Figure 1).

2. Content. The Performance and Cost Report shall contain all of the information specified in the attached sample (Figure 1).

3. End of OT-16-20082. *dk*

COST01J-7448 - PTT  
01/22/16 - 11.49.37

01-16-20082 *Qu*

APPLIED RESEARCH LABORATORIES

COST REPORT

(Excludes Pending Commit)  
Contract Number: N00024-07-D-8200  
25-APR-2007 through 31-JAN-2016

Contract Types: All , Contract Abbr: 8200 , Task Abbr: , Exact Match: N , IRIS Code: , Task:

| Order<br>Num | TD Num  | Title                                 | Appt Type/<br>Prime Source | Total Est<br>Cost+Fee | Total<br>Funded<br>To Date | In-House<br>Commit | Sub-<br>contract<br>Commit | Funded<br>Balance | Est Cost<br>to Compl | Total<br>Est<br>Staff<br>Months | Total<br>Funded<br>Staff<br>Months | Staff<br>Month<br>Commits |
|--------------|---------|---------------------------------------|----------------------------|-----------------------|----------------------------|--------------------|----------------------------|-------------------|----------------------|---------------------------------|------------------------------------|---------------------------|
| 012          | 1101001 | SPPFS-STD A Integration Into Sealed   | OP                         | 10000                 | 10000                      | -9703              | 0                          | 297               | 0                    | .78                             | .78                                | .57                       |
| 014          | 1101002 | AP807 Development and Testing         | ROTE 6.4                   | 2293000               | 2293000                    | -2282330           | 0                          | 000               | 0                    | 133.08                          | 133.08                             | 180.67                    |
| 024          | 1101003 | Passive Acoustic Surveillance Train   | OM                         | 50487                 | 50487                      | -50485             | 0                          | 2                 | 0                    | 3.04                            | 3.04                               | 3.04                      |
| 029          | 1101004 | J-AOS NXO Environmental Processor S   | FMS                        | 35000                 | 35000                      | -34810             | 0                          | 184               | 0                    | 1.57                            | 1.57                               | 2.41                      |
| 036          | 1101005 | Surface Sonar Engineering Measurement | ROTE 6.4                   | 200000                | 200000                     | -198810            | 0                          | 84                | 0                    | 18.72                           | 18.72                              | 10.75                     |
| 038          | 1101006 | Validation of Low Frequency Active    | ROTE 6.4                   | 774700                | 774700                     | -773795            | 0                          | 905               | 0                    | 48.58                           | 48.58                              | 54.80                     |
| 051          | 1101008 | SWAP Engineering Design and Analysis  | ROTE 6.4                   | 200000                | 200000                     | -199977            | 0                          | 23                | 0                    | 11.88                           | 11.88                              | 11.88                     |
| 052          | 1101009 | Advanced Distributed System (ADS)     | ROTE 6.4                   | 50000                 | 50000                      | -49828             | 0                          | 974               | 0                    | 3.58                            | 3.58                               | 3.58                      |
| 075          | 1101010 | SPPFS-STD A Software Development for  | ROTE 6.7                   | 241040                | 241040                     | -240781            | 0                          | 259               | 0                    | 14.97                           | 14.97                              | 14.98                     |
| 078          | 1101012 | STD A Development and Signal Process  | ROTE 6.4                   | 358174                | 358174                     | -355711            | 0                          | 403               | 0                    | 18.14                           | 18.14                              | 21.53                     |
| 079          | 1101013 | Passive Acoustic Surveillance Train   | OM                         | 75000                 | 75000                      | -74878             | 0                          | 121               | 0                    | 1.80                            | 1.80                               | 5.29                      |
| 082          | 1101014 | RAP VLA Algorithm Development         | ROTE 6.3                   | 4785000               | 4785000                    | -4787403           | -3335                      | 4202              | 0                    | 232.25                          | 232.25                             | 232.40                    |
| 084          | 1101015 | STD A & ARCI Engineering Measurement  | ROTE 6.5                   | 1250000               | 1250000                    | -1249840           | 0                          | 154               | 0                    | 83.20                           | 83.20                              | 83.25                     |
| 102          | 1101017 | Mission Planning Systems Engineering  | ROTE 6.4                   | 150000                | 150000                     | -149584            | 0                          | 416               | 0                    | 7.88                            | 7.88                               | 18.29                     |
| 088          | 1101018 | Surface Sonar Engineering Measurement | ROTE 6.7                   | 224078                | 224078                     | -223297            | 0                          | 779               | 0                    | 20.88                           | 20.88                              | 20.84                     |
| 142          | 1101020 | MDA Test Bed Engineering              | ROTE 6.3                   | 100000                | 100000                     | -97125             | 0                          | 2875              | 0                    | 4.80                            | 4.80                               | 5.22                      |
| 143          | 1101021 | Low Frequency Reverberation           | ROTE 6.4                   | 121000                | 121000                     | -120373            | 0                          | 827               | 0                    | 9.25                            | 9.25                               | 8.08                      |
| 145          | 1101022 | OBCE Prediction Underwater Mapping (  | ROTE 6.4                   | 500000                | 500000                     | -498767            | 0                          | 233               | 0                    | 30.20                           | 30.20                              | 35.88                     |
| 148          | 1101023 | STD A Development for the Integrated  | ROTE 6.7                   | 287400                | 287400                     | -287227            | 0                          | 173               | 0                    | 18.38                           | 18.38                              | 14.78                     |
| 146          | 1101024 | Scattering and Survey                 | ROTE 6.3                   | 135000                | 135000                     | -134785            | 0                          | 215               | 0                    | 7.85                            | 7.85                               | 7.95                      |

page 2 of 2 pages

**CONTRACT DATA REQUIREMENTS LIST**  
(1 Data Item)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

|                                                   |                        |                                                            |
|---------------------------------------------------|------------------------|------------------------------------------------------------|
| <b>A. CONTRACT LINE ITEM NO.</b><br>0001 and 0003 | <b>B. EXHIBIT</b><br>A | <b>C. CATEGORY:</b><br>TDP _____ TM _____ OTHER <u>MGT</u> |
|---------------------------------------------------|------------------------|------------------------------------------------------------|

|                                                   |                                                 |                                |
|---------------------------------------------------|-------------------------------------------------|--------------------------------|
| <b>D. SYSTEM/ITEM</b><br>Research and Development | <b>E. CONTRACT/PR NO.</b><br>N00024-15-NR-03645 | <b>F. CONTRACTOR</b><br>ARL:UT |
|---------------------------------------------------|-------------------------------------------------|--------------------------------|

|                                 |                                                              |                    |
|---------------------------------|--------------------------------------------------------------|--------------------|
| <b>1. DATA ITEM NO.</b><br>A002 | <b>2. TITLE OF DATA ITEM</b><br>Commercial Activities Report | <b>3. SUBTITLE</b> |
|---------------------------------|--------------------------------------------------------------|--------------------|

|                                                                    |                                               |                                          |
|--------------------------------------------------------------------|-----------------------------------------------|------------------------------------------|
| <b>4. AUTHORITY (Data Acquisition Document No.)</b><br>OT-16-20050 | <b>5. CONTRACT REFERENCE</b><br>SOW Para. 3.1 | <b>6. REQUIRING OFFICE</b><br>NAVSEA 00U |
|--------------------------------------------------------------------|-----------------------------------------------|------------------------------------------|

|                            |                                                     |                                 |                                                        |                         |                  |            |              |
|----------------------------|-----------------------------------------------------|---------------------------------|--------------------------------------------------------|-------------------------|------------------|------------|--------------|
| <b>7. DD 250 REQ</b><br>LT | <b>9. DIST STATEMENT REQUIRED</b><br>C (See Blk 16) | <b>10. FREQUENCY</b><br>ANNLY * | <b>12. DATE OF FIRST SUBMISSION</b><br>ANNLY *         | <b>14. DISTRIBUTION</b> |                  |            |              |
| <b>8. APP CODE</b><br>N/A  |                                                     | <b>11. AS OF DATE</b><br>0 *    | <b>13. DATE OF SUBSEQUENT SUBMISSION</b><br>See Blk 16 | <b>a. ADDRESSEE</b>     | <b>b. COPIES</b> |            |              |
|                            |                                                     |                                 |                                                        |                         | <b>Draft</b>     | <b>Reg</b> | <b>Final</b> |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |   |   |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---|---|---|
| <b>18. REMARKS</b><br><br>Blk 9: Distribution Statement C: Distribution authorized to U.S. Government Agencies and their Contractors (Administrative or Operational Use) (09082011). Other requests for this document shall be referred to (NAVSEA 00U), WNY Washington, DC 20376.<br><br>Blks: 10,12, and 13: the annual report shall be delivered NLT than the 30th day after the anniversary date of the contract.<br><br>Blk 14: Electronic Media requirements: The Report shall be electronically delivered in a PDF file with e-mail notification to the PCO. | SEA 00U | 0 | 1 | 0 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | ACO     | 0 | 1 | 0 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PCO     | 0 | 1 | 0 |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |   |   |   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |         |   |   |   |
| <b>15. TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |         | 0 | 3 | 0 |

|                                                       |                            |                                                 |                            |
|-------------------------------------------------------|----------------------------|-------------------------------------------------|----------------------------|
| <b>G. PREPARED BY</b><br>Richard W. Clarke NAVSEA 00U | <b>H. DATE</b><br>20160212 | <b>I. APPROVED BY</b><br>Donna S. Williams 06LT | <b>J. DATE</b><br>20160212 |
|-------------------------------------------------------|----------------------------|-------------------------------------------------|----------------------------|

|                                  |
|----------------------------------|
| <b>17. PRICE GROUP</b>           |
|                                  |
| <b>18. ESTIMATED TOTAL PRICE</b> |
|                                  |

**DATA ITEM DESCRIPTION (DID)**

**Title:** Commercial Activities Report

**Number:** OT-16-20050 *du*

**AMSC Number:** N/A

**DTIC Applicable:** N/A

**Office of Primary Responsibility (OPR):** SEA00U

**Applicable Forms:** N/A

**Approval Date:** 20160209 *du*

**Limitation:** N00024-15-NR- 03645

**GIDEP Applicable:** N/A

**User Relationship:** This report will provide the government with research related commercial activities performed.

This DID contains the format and content preparation instruction for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is for One-Time use on contract N00024-15-NR- 03645 only. *du*

**1. Format.** The Commercial Activities Report shall be presented in a format similar to that of the Sample attached (Figure 1).

**2. Content.** The Commercial Activities Report shall contain all of the information specified in the attached sample (Figure 1).

End of OT-16-20050. *du*



Form Approved  
OMB No. 0704-0188

|                                            |                 |                                                     |
|--------------------------------------------|-----------------|-----------------------------------------------------|
| A. CONTRACT LINE ITEM NO.<br>0001 and 0003 | B. EXHIBIT<br>A | C. CATEGORY:<br>TDP _____ TM _____ OTHER <u>MGT</u> |
|--------------------------------------------|-----------------|-----------------------------------------------------|

|                                            |                                          |                         |
|--------------------------------------------|------------------------------------------|-------------------------|
| D. SYSTEM/ITEM<br>Research and Development | E. CONTRACT/PR NO.<br>N00024-15-NR-03645 | F. CONTRACTOR<br>ARL:UT |
|--------------------------------------------|------------------------------------------|-------------------------|

|                  |                                                                          |             |
|------------------|--------------------------------------------------------------------------|-------------|
| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM                                                    | 3. SUBTITLE |
| A003             | Government Use Charge Report For Government<br>Furnished Equipment (GFE) |             |

|                                                             |                                        |                                   |
|-------------------------------------------------------------|----------------------------------------|-----------------------------------|
| 4. AUTHORITY (Data Acquisition Document No.)<br>OT-16-20054 | 5. CONTRACT REFERENCE<br>SOW Para. 3.1 | 6. REQUIRING OFFICE<br>NAVSEA 00U |
|-------------------------------------------------------------|----------------------------------------|-----------------------------------|

|                              |                                                     |                                                    |                                            |                  |       |       |  |
|------------------------------|-----------------------------------------------------|----------------------------------------------------|--------------------------------------------|------------------|-------|-------|--|
| 7. DD 250 REQ<br>LT          | 9. DIST STATEMENT<br>REQUIRED<br><br>C (See Blk 16) | 10. FREQUENCY<br>ANNLY                             | 12. DATE OF FIRST SUBMISSION<br>See Blk 16 | 14. DISTRIBUTION |       |       |  |
| 11. AS OF DATE<br>See Blk 16 |                                                     | 13. DATE OF SUBSEQUENT<br>SUBMISSION<br>See Blk 16 | 4. ADDRESSEE                               | b. COPIES        |       |       |  |
| 8. APP CODE<br>N/A           |                                                     |                                                    |                                            |                  | Draft | Final |  |
|                              |                                                     |                                                    |                                            |                  | Reg   | Repr  |  |

|             |         |   |   |   |
|-------------|---------|---|---|---|
| 16. REMARKS | SEA 00U | 0 | 1 | 0 |
|             | PCO     | 0 | 1 | 0 |

Blk 9: Distribution Statement C: Distribution authorized to U.S. Government Agencies and their Contractors (Administrative or Operational Use) (09082011). Other requests for this document shall be referred to (NAVSEA 00U), WNY Washington, DC 20376.

**Blks: 10,12, and 13:** The annual report shall be delivered NLT the 30th day after the anniversary date of the contract.

**Blk 14: Electronic Media requirements:** The Report shall be electronically delivered in a PDF file with e-mail notification to the PCO.

|                                                                             |                       |                                                                      |                       |
|-----------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------|-----------------------|
| G. PREPARED BY<br><i>Richard W. Clarke</i><br>Richard W. Clarke, NAVSEA 00U | H. DATE<br>2016 03 12 | I. APPROVED BY<br><i>Donna S. Williams</i><br>Donna S. Williams 06LT | J. DATE<br>2016 03 12 |
|-----------------------------------------------------------------------------|-----------------------|----------------------------------------------------------------------|-----------------------|

Page 3 of 4 Pages

**DATA ITEM DESCRIPTION (DID)**

**Title:** Government Use Charge for Government Furnished Equipment (GFE) Report

**Number:** OT-16-20054 *du*

**AMSC Number:** N/A

**DTIC Applicable:** N/A

**Office of Primary Responsibility (OPR):** SEA00U

**Applicable Forms:** N/A

**Approval Date:** 20160209 *du*

**Limitation:** N00024-15-NR-03645

**GIDEP Applicable:** N/A

**User Relationship:** This report will provide the government with information on use of Government Furnished Equipment (GFE) needed to manage the program.

This DID contains the format and content preparation instruction for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is for One-Time use on contract N00024-15-NR-03645 only. *du*

**1. Format.** The GFE Usage Report shall be presented in a format similar to that of the Sample (Figure 1) attached.

**2. Content.** The GFE Usage Report shall contain all of the information specified in the attached sample (Figure 1).

End of OT-16-20054. *du*

OT-16-200254 *AW*

Use of Fee Report

| Award | Proj | Category of Fee Usage                                      | Subcategory of Fee Usage                | Project Name | Expenditure Category | Expenditure Type | Obj Code | Amount |
|-------|------|------------------------------------------------------------|-----------------------------------------|--------------|----------------------|------------------|----------|--------|
|       |      | Acquisition or Improvement of Equipment, Facilities, Model | Acquisition / Improvement of Facilities |              |                      |                  |          |        |
|       |      | Replacement Maintenance of Existing Equipment & Facilities | Capital Maintenance                     |              |                      |                  |          |        |
|       |      | Center of Excellence                                       | Fundamental Research                    |              |                      |                  |          |        |
|       |      | Stabilization                                              | Stabilization                           |              |                      |                  |          |        |
|       |      | Additional purposes as agreed between parties              |                                         |              |                      |                  |          |        |

Figure -1





**DATA ITEM DESCRIPTION (DID)**

**Title:** Contractor Use of Fee Report

**Number:** OT-16-20053 

**AMSC Number:** N/A

**DTIC Applicable:** N/A

**Office of Primary Responsibility (OPR):** SEA00U

**Applicable Forms:** N/A

**Approval Date:** 20160209

**Limitation:** N00024-15-NR-03645

**GIDEP Applicable:** N/A

**User Relationship:** This report will provide the government with information in relation to the fees earned and charged by the contractor.

This DID contains the format and content preparation instruction for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID is for One-Time use on contract N00024-15-D-03645 only. 

**1. Format.** The Contractor Use of Fee Report shall be presented in a format similar to that of the Sample attached (Figure 1).

**2. Content.** The Contractor Use of Fee Report shall contain all of the information specified in the attached sample (Figure 1).

End of OT-16-20053. 

Use of Fee Report

OT-16-20053 *RH*

| Award | Proj | Category of Fee Usage                                      | Subcategory of Fee Usage                | Project Name | Expenditure Category | Expenditure Type | Obj Code | Amount |
|-------|------|------------------------------------------------------------|-----------------------------------------|--------------|----------------------|------------------|----------|--------|
|       |      | Acquisition or Improvement of Equipment, facilities, model | Acquisition / Improvement of facilities |              |                      |                  |          |        |
|       |      | Replacement Maintenance of Existing Equipment & Facilities | Capital Maintenance                     |              |                      |                  |          |        |
|       |      | Center of Excellence                                       | Fundamental Research                    |              |                      |                  |          |        |
|       |      | Stabilization                                              | Stabilization                           |              |                      |                  |          |        |
|       |      | Additional purpose as agreed between parties               |                                         |              |                      |                  |          |        |

Figure -1



## INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

### FOR GOVERNMENT PERSONNEL

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 15.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

### FOR THE CONTRACTOR

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data.

These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.

## DATA ITEM DESCRIPTION

**Title:** REPORT OF INVENTIONS AND SUBCONTRACTS

**Number:** DI-MGMT-20144 <sup>14</sup>

**AMSC Number:** N/A

**DTIC Applicable:** No

**Preparing Activity:** SH/SEA00L

**Applicable Forms:** DD Form 882

**Approval Date:** 20160511 <sup>14</sup>

**Limitation:** N0024-15-NR-03645

**GIDEP Applicable:** No

**Use/relationship:** This Report will provide the Government with invention information.

This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement specified in DFARS 252.227-7039 and FAR 52.227-11 clauses in the contract.

This DID is for One-Time Use of N00024-15-NR-03645 only. <sup>14</sup>

### Requirements:

1. Format. The Report shall be presented on DD Form 882.
2. Content. The Report shall contain all of the information specified in sections I, II and III of DD form 882.

End of DI-MGMT-20144. <sup>14</sup>

## REPORT OF INVENTIONS AND SUBCONTRACTS

(Pursuant to "Patent Rights" Contract Clause) (See Instructions on back)

Form Approved  
OMB No. 5000-0095  
Expires Aug 31, 2001

The public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (DDOIR), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THIS ADDRESS. RETURN COMPLETED FORM TO THE CONTRACTING OFFICER.

|                                        |  |                          |  |                                           |  |                          |  |
|----------------------------------------|--|--------------------------|--|-------------------------------------------|--|--------------------------|--|
| 1. a. NAME OF CONTRACTOR/SUBCONTRACTOR |  | c. CONTRACT NUMBER       |  | 2. a. NAME OF GOVERNMENT PRIME CONTRACTOR |  | e. CONTRACT NUMBER       |  |
| b. ADDRESS (Include ZIP Code)          |  | d. AWARD DATE (YYYYMMDD) |  | b. ADDRESS (Include ZIP Code)             |  | d. AWARD DATE (YYYYMMDD) |  |
|                                        |  |                          |  |                                           |  |                          |  |

## SECTION I - SUBJECT INVENTIONS

6. "SUBJECT INVENTIONS" REQUIRED TO BE REPORTED BY CONTRACTOR/SUBCONTRACTOR (If "None," so state)

| NAME(S) OF INVENTOR(S)<br>(Last, First, Middle Initial) | TITLE OF INVENTION(S) | DISCLOSURE NUMBER,<br>PATENT APPLICATION<br>SERIAL NUMBER OR<br>PATENT NUMBER | ELECTRON TO FILE<br>PATENT APPLICATIONS (H) |        |             |        | CONFIRMATORY INSTRUMENT<br>OR ASSIGNMENT FORWARDED<br>TO CONTRACTING OFFICER (X) |
|---------------------------------------------------------|-----------------------|-------------------------------------------------------------------------------|---------------------------------------------|--------|-------------|--------|----------------------------------------------------------------------------------|
|                                                         |                       |                                                                               | (1) UNITED STATES                           |        | (2) FOREIGN |        |                                                                                  |
| a.                                                      | b.                    | c.                                                                            | (a) YES                                     | (b) NO | (a) YES     | (b) NO |                                                                                  |
|                                                         |                       |                                                                               |                                             |        |             |        |                                                                                  |

1. EMPLOYER OF INVENTOR(S) NOT EMPLOYED BY CONTRACTOR/SUBCONTRACTOR

|                                                        |                                                        |                                                                                                                                                   |
|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) (a) NAME OF INVENTOR (Last, First, Middle Initial) | (2) (a) NAME OF INVENTOR (Last, First, Middle Initial) | 9. ELECTED FOREIGN COUNTRIES IN WHICH A PATENT APPLICATION WILL BE FILED<br>(1) TITLE OF INVENTION<br>(2) FOREIGN COUNTRIES OF PATENT APPLICATION |
| (b) NAME OF EMPLOYER                                   |                                                        |                                                                                                                                                   |
| (c) ADDRESS OF EMPLOYER (Include ZIP Code)             |                                                        |                                                                                                                                                   |

## SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)

8. SUBCONTRACTS AWARDED BY CONTRACTOR/SUBCONTRACTOR (If "None," so state)

| NAME OF SUBCONTRACTOR(S) | ADDRESS (Include ZIP Code) | SUBCONTRACT NUMBER(S) | FAR "PATENT RIGHTS" |                   | DESCRIPTION OF WORK TO BE PERFORMED<br>UNDER SUBCONTRACT(S) | SUBCONTRACT DATES (YYYYMMDD) |                          |
|--------------------------|----------------------------|-----------------------|---------------------|-------------------|-------------------------------------------------------------|------------------------------|--------------------------|
|                          |                            |                       | (1) CLAUSE NUMBER   | (2) DATE (YYYYMM) |                                                             | (1) AWARD                    | (2) ESTIMATED COMPLETION |
| a.                       | b.                         | c.                    | d.                  | e.                | f.                                                          | g.                           | h.                       |
|                          |                            |                       |                     |                   |                                                             |                              |                          |

## SECTION III - CERTIFICATION

7. CERTIFICATION OF REPORT BY CONTRACTOR/SUBCONTRACTOR (Not required if: (X) as appropriate)

|                                                                                                                                                                                                                          |          |                                             |                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------|----------------|
| I certify that the reporting party has procedures for prompt identification and timely disclosure of "Subject Inventions," that such procedures have been followed and that all "Subject Inventions" have been reported. |          | SMALL BUSINESS or<br>NONPROFIT ORGANIZATION |                |
| a. NAME OF AUTHORIZED CONTRACTOR/SUBCONTRACTOR<br>OFFICIAL (Last, First, Middle Initial)                                                                                                                                 | b. TITLE | c. SIGNATURE                                | d. DATE SIGNED |

DD FORM 882, JAN 1999 (EG)

PREVIOUS EDITION MAY BE USED.

WHEDIOR, Jan 99

## DD FORM 882 INSTRUCTIONS

**GENERAL**

This form is for use in submitting INTERIM and FINAL invention reports to the Contracting Officer and for use in reporting the award of subcontracts containing a "Patent Rights" clause. If the form does not afford sufficient space, multiple forms may be used or plain sheets of paper with proper identification of information by item number may be attached.

An INTERIM report is due at least every 12 months from the date of contract award and shall include (a) a listing of "Subject Inventions" during the reporting period, (b) a certification of compliance with required invention identification and disclosure procedures together with a certification of reporting of all "Subject Inventions," and (c) any required information not previously reported on subcontracts containing a "Patent Rights" clause.

A FINAL report is due within 6 months if contractor is a small business firm or domestic nonprofit organization and within 3 months for all others after completion of the contract work and shall include (a) a listing of all "Subject Inventions" required by the contract to be reported, and (b) any required information not previously reported on subcontracts awarded during the course of or under the contract and containing a "Patent Rights" clause.

While the form may be used for simultaneously reporting inventions and subcontracts, it may also be used for reporting, promptly after award, subcontracts containing a "Patent Rights" clause.

Dates shall be entered where indicated in certain items on this form and shall be entered in six or eight digit numbers in the order of year and month (YYYYMM) or year, month and day (YYYYMMDD). Example: April 1999 should be entered as 199904 and April 15, 1999 should be entered as 19990415.

1.a. Self-explanatory.

1.b. Self-explanatory.

1.c. If "same" as Item 2.c., so state.

1.d. Self-explanatory.

2.a. If "same" as Item 1.a., so state.

2.b. Self-explanatory.

2.c. Procurement Instrument Identification (PII) number of contract (DFARS 204.7003).

2.d. through 5.a. Self-explanatory.

5.f. The name and address of the employer of each inventor not employed by the contractor or subcontractor is needed because the Government's rights in a reported invention may not be determined solely by the terms of the "Patent Rights" clause in the contract.

Example 1: If an invention is made by a Government employee assigned to work with a contractor, the Government rights in such an invention will be determined under Executive Order 10096.

Example 2: If an invention is made under a contract by joint inventors and one of the inventors is a Government employee, the Government's rights in such an inventor's interest in the invention will also be determined under Executive Order 10096, except where the contractor is a small business or nonprofit organization, in which case the provisions of 35 U.S.C. 202(e) will apply.

5.g.(1) Self-explanatory.

5.g.(2) Self-explanatory with the exception that the contractor or subcontractor shall indicate, if known at the time of this report, whether applications will be filed under either the Patent Cooperation Treaty (PCT) or the European Patent Convention (EPC). If such is known, the letters PCT or EPC shall be entered after each listed country.

6.a. Self-explanatory.

6.b. Self-explanatory.

6.c. Self-explanatory.

6.d. Patent Rights Clauses are located in FAR 52.227.

6.e. Self-explanatory.

6.f. Self-explanatory.

7. Certification not required by small business firms and domestic nonprofit organizations.

7.a. through 7.d. Self-explanatory.



UNCLASSIFIED

|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--|--|---------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------|-------------------------------------|
| <b>DEPARTMENT OF DEFENSE</b><br><b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b><br><i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>                                                                                                                                            |                                                                                                                 |  |  |                                                                                 | <b>1. CLEARANCE AND SAFEGUARDING</b><br>a. FACILITY CLEARANCE REQUIRED<br><div style="text-align: center; font-weight: bold;">Top Secret</div> |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>                                                                                                                                                                                                                                                                               |                                                                                                                 |  |  |                                                                                 | <b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>X</b>                                                                                                                                                                                                                                                                                                                                          | a. PRIME CONTRACT NUMBER<br><div style="text-align: center; font-weight: bold;">N00024-17-D-6421</div>          |  |  | <b>X</b>                                                                        | a. ORIGINAL (Complete date in all cases)<br><div style="text-align: center; font-weight: bold;">20170920</div>                                 |                                                                                                                                                                                                                              | DATE (YYYYMMDD) |                                     |                                     |
|                                                                                                                                                                                                                                                                                                                                                   | b. SUBCONTRACT NUMBER                                                                                           |  |  |                                                                                 | b. REVISED (Supersedes all previous specs)                                                                                                     |                                                                                                                                                                                                                              | REVISION NO.    |                                     |                                     |
|                                                                                                                                                                                                                                                                                                                                                   | c. SOLICITATION OR OTHER NUMBER<br><div style="text-align: center; font-weight: bold;">N00024-15-NR-03645</div> |  |  | DUE DATE (YYYYMMDD)                                                             |                                                                                                                                                | c. FINAL (Complete Item 5 in all cases)                                                                                                                                                                                      |                 |                                     |                                     |
| <b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following:<br>Classified material received or generated under <div style="text-align: center; font-weight: bold;">N00024-07-D-6200</div> (Preceding Contract Number) is transferred to this follow-on contract. |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:<br>In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____                                                                    |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>                                                                                                                                                                                                                                                                       |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| a. NAME, ADDRESS, AND ZIP CODE<br><div style="text-align: center;">University of Texas at Austin<br/>Applied Research Laboratories<br/>10000 Burnet Road<br/>Austin, TX 78758</div>                                                                                                                                                               |                                                                                                                 |  |  | b. CAGE CODE<br><div style="text-align: center; font-weight: bold;">55354</div> |                                                                                                                                                | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)<br><div style="text-align: center;">Defense Security Service<br/>San Antonio Field Office (IOFSS)<br/>1777 NE Loop 410, Suite 801<br/>San Antonio, TX 78217</div> |                 |                                     |                                     |
| <b>7. SUBCONTRACTOR</b>                                                                                                                                                                                                                                                                                                                           |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| a. NAME, ADDRESS, AND ZIP CODE                                                                                                                                                                                                                                                                                                                    |                                                                                                                 |  |  | b. CAGE CODE                                                                    |                                                                                                                                                | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)                                                                                                                                                                   |                 |                                     |                                     |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>8. ACTUAL PERFORMANCE</b>                                                                                                                                                                                                                                                                                                                      |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| a. LOCATION                                                                                                                                                                                                                                                                                                                                       |                                                                                                                 |  |  | b. CAGE CODE                                                                    |                                                                                                                                                | c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)                                                                                                                                                                   |                 |                                     |                                     |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b><br><br>Research, Development, Test, and Engineering to provide mission oriented solutions to Naval Warfare and DoD problems in acoustics, electromagnetic, and other DDR&E Approved UARC Core Competency areas.                                                                              |                                                                                                                 |  |  |                                                                                 |                                                                                                                                                |                                                                                                                                                                                                                              |                 |                                     |                                     |
| <b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>                                                                                                                                                                                                                                                                                                     |                                                                                                                 |  |  | YES                                                                             | NO                                                                                                                                             | <b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>                                                                                                                                                                 |                 | YES                                 | NO                                  |
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION                                                                                                                                                                                                                                                                                                   |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY                                                                                                                      |                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b. RESTRICTED DATA                                                                                                                                                                                                                                                                                                                                |                                                                                                                 |  |  | <input type="checkbox"/>                                                        | <input checked="" type="checkbox"/>                                                                                                            | b. RECEIVE CLASSIFIED DOCUMENTS ONLY                                                                                                                                                                                         |                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION                                                                                                                                                                                                                                                                                                     |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | c. RECEIVE AND GENERATE CLASSIFIED MATERIAL                                                                                                                                                                                  |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d. FORMERLY RESTRICTED DATA                                                                                                                                                                                                                                                                                                                       |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE                                                                                                                                                                           |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| e. INTELLIGENCE INFORMATION                                                                                                                                                                                                                                                                                                                       |                                                                                                                 |  |  | <input type="checkbox"/>                                                        | <input type="checkbox"/>                                                                                                                       | e. PERFORM SERVICES ONLY                                                                                                                                                                                                     |                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| (1) Sensitive Compartmented Information (SCI)                                                                                                                                                                                                                                                                                                     |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES                                                                                                          |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| (2) Non-SCI                                                                                                                                                                                                                                                                                                                                       |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER                                                                                                   |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| f. SPECIAL ACCESS INFORMATION                                                                                                                                                                                                                                                                                                                     |                                                                                                                 |  |  | <input type="checkbox"/>                                                        | <input checked="" type="checkbox"/>                                                                                                            | h. REQUIRE A COMSEC ACCOUNT                                                                                                                                                                                                  |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| g. NATO INFORMATION                                                                                                                                                                                                                                                                                                                               |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | i. HAVE TEMPEST REQUIREMENTS                                                                                                                                                                                                 |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| h. FOREIGN GOVERNMENT INFORMATION                                                                                                                                                                                                                                                                                                                 |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS                                                                                                                                                                             |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| i. LIMITED DISSEMINATION INFORMATION                                                                                                                                                                                                                                                                                                              |                                                                                                                 |  |  | <input type="checkbox"/>                                                        | <input checked="" type="checkbox"/>                                                                                                            | k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE                                                                                                                                                                          |                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| j. FOR OFFICIAL USE ONLY INFORMATION                                                                                                                                                                                                                                                                                                              |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       | l. OTHER (Specify)                                                                                                                                                                                                           |                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| k. OTHER (Specify)<br>SIPRNet, JWICS, ACCM, and C2OIX                                                                                                                                                                                                                                                                                             |                                                                                                                 |  |  | <input checked="" type="checkbox"/>                                             | <input type="checkbox"/>                                                                                                                       |                                                                                                                                                                                                                              |                 | <input type="checkbox"/>            | <input type="checkbox"/>            |

UNCLASSIFIED

Reset

12. PUBLIC RELEASE. Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release ☐ Direct ☒ Through (*Specify*)

## COMNAVSEA (SEA 00G) - NO PUBLIC RELEASE OF SCI AUTHORIZED

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

- Specific security classification guidance and security requirements for task assignments or programs placed under this contract will be issued in separate DD Form 254s at the time tasks are awarded through delivery orders.

-Item 10(a): COMSEC information/material will be processed IAW DoD 5220.22-M, chapter 9, section 4, and OPNAVINST 2221.5C, and any additional security guidelines. Contractor personnel requiring COMSEC access must be U.S. Citizens and possess a final clearance at the appropriate level. All contractors shall be briefed before access to COMSEC is granted. Written concurrence of the NAVSEA Program Manager is required prior to subcontracting.

-Item 10(c): Prime contractor must receive approval from the GCA prior to granting CNWDI access to a sub-contractor. The request must be submitted in writing to the individual identified in Item 16(a) of this DD 254. Access to CNWDI for this contract requires a final U.S. Government National Security Clearance at least at the Secret level and must have a CNWDI security briefing.

-----See N00024-17-D-6421

Continuation Page 3 of 5 -----

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. ☒ Yes ☐ No  
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

See Item 13

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. ☒ Yes ☐ No  
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

See Item 13

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

|                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| a. TYPED NAME OF CERTIFYING OFFICIAL<br>Aaron J. Stewart                                  | b. TITLE<br>Contracting Officer for Security Matters                                                                                                                                                                                                                                                                                                                                                                                                                   | c. TELEPHONE (Include Area Code)<br>202-781- 2071 |
| d. ADDRESS (Include Zip Code)<br>1333 Isaac Hull Ave SE<br>Washington Navy Yard, DC 20376 | 17. REQUIRED DISTRIBUTION                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |
| e. SIGNATURE                                                                              | <input checked="" type="checkbox"/> a. CONTRACTOR<br><input type="checkbox"/> b. SUBCONTRACTOR<br><input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR<br><input checked="" type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION<br><input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER<br><input checked="" type="checkbox"/> f. OTHERS AS NECESSARY NAVSEA 00G, PMS 450 |                                                   |

## 13. SECURITY GUIDANCE. (CON'T.)

Solicitation or Contract # N00024-17-D-6421Page # 3 of 5

-Item 10e(1), Intelligence Information, TS/SCI: SCI requirements are hereby authorized. Questions regarding Item 10e (1) and requests for retention or release of intelligence shall be thru to the Office of Naval Intelligence NAVSEA 00G (NAVSEA STILO/SSO) at 202-781-5516.

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CONNIE HYATT, (SSO NAVSEA)

-Item 10e(2)1, Intelligence Information, Non-SCI: Non-SCI requirements are hereby authorized. Questions regarding Item 10e(2) and requests for retention or release of intelligence shall be thru to the Office of Naval Intelligence NAVSEA 00G (NAVSEA STILO/SSO) at 202-781-5516.

-Item 10.e.(2) 2.: Security Controls on the Dissemination of Intelligence Information Received or Generated under NAVSEA Contracts of December 1996.

-Item 10.e.(2) 3.: OPNAVINST 3811.1E, Threat Support to the Defense Acquisition System of 04 Jan 2012.

-Item 10.e.(2) 4.: OPNAVINST 3880.6A, Scientific and Technical Intelligence Liaison Officer (STILO) Program and Intelligence Support for the Naval Research, Development, Test and Evaluation, and Acquisition Communities, of 05 Nov 07.

-Item 10.e.(2) 5.: NAVSEAINST 3800.1B Intelligence information; acquisition, dissemination and utilization of 14 Sept 83.

-Item 10(g): Access up to NATO SECRET is authorized for this contract. Protection of NATO information shall be in accordance with USAAN 01-07 and its applicable enclosures. Access to NATO requires a final U.S. Government National Security Clearance and must have a NATO security briefing from the Facility Security Officer (FSO). The prime contractor must receive approval from the individual identified in Item 16 (a) of this DD 254 to impose NATO requirements or grant NATO access to a sub-contractor. Requests shall be submitted in writing.

-Item 10(h): Foreign Government Information is limited to Australia, Canada, New Zealand, Japan, United Kingdom, and any other country identified on a separate DD254 under a task that is awarded through a delivery order.

-Item 10(j): DoD M-5200.01 Volume 4, DoD Information Security Program: Controlled Unclassified Information (CUI) of 2/24/2012

-Item 10(k), SIPRNet: Personnel assigned to this contact who require access to SIPRnet and/or SIPRnet Backbone equipment must receive a NATO security briefing and derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure all personnel receive an initial and annual NATO security briefing along with initial and biennial derivative classification training during the life of this contract. Evidence of completion (training certificates or equivalent) shall be provided to the Information Assurance Manager no later than the individual's due date.

## 13. SECURITY GUIDANCE. (CON'T.)

Solicitation or Contract # N00024-17-D-6421Page # 4 of 5

-Item 10(k), ACCM: Authorized by PMS 392 and PMS 450

-Item 11 (c): The contractor requires access to classified source data up to and including Top Secret in support of the work effort. Classified material generated in support of this contract shall be classified in accordance with the source material used of the Navy Security Classification Guidance, which will be provided by the Naval Sea Systems Command Program Security Officer or the Program Security Representative. Automated Information Systems (AIS) must be certified and accredited by the Cognizant Security Agency (CSA) prior to processing classified information from NAVSEA.

-Item 11 (d): All classified data and hardware will be protected IAW DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

-Item 11(f): Security officers onboard the designated ships and installations will maintain control of the classified information and conduct security inspections if required.

-Item 11(h): COMSEC account required for Government Furnished Equipment(GFE). Contractor will return ALL GFE or Government purchased COMSEC equipment at the closure of the contract.

-Item 11(i): TEMPEST requirements are additional to the requirements of the NISPOM. Thus, Prime Contractors may not impose TEMPEST requirements on their subcontractors without GCA approval. TEMPEST Information is not releasable to contractor employees who have not received a FINAL Clearance at the appropriate security level.

-Item 11(j): OPSEC requirements are additional to the requirements of the NISPOM. Prime Contractors may not impose OPSEC requirements on their subcontractors unless the GCA approves the OPSEC requirements. Information must be protected in accordance with the Operation Security Plan provided.

-Item 11(k): Only certain classified information qualifies for shipment by DCS. Prior approval of the KO is required before a prime contractor can authorize a subcontractor to use the services of DCS.

-Item 14 reference Item 10(k), ACCM: This contract requires access to information subject to Alternative Compensatory Control Measures (ACCMs) as identified in Item 10(k), ACCM. NAVSEA INSTRUCTION S5510.18 "SECURITY POLICY FOR STEALTH PERFORMANCE DATA WITH ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCMS)" applies.

Item 14 reference Item 11(j): SECNAVINST 3070.2

-Item 15 reference Item 10e(1), SCI: This task requires access to TS/SCI by contractor personnel. NAVSEA 00G (NAVSEA STILO/SSO) has exclusive security responsibility for all SCI classified material released to the contractor. DSS is relieved from security/inspection responsibilities for all SCI material, but retains responsibility for all other classified material. The CSA for SCI material is MSD-2.

-Item 15 reference Item 10 (k): This contract requires access to information subject to Alternative Compensatory Control Measures (ACCMs) as identified in Item 10(k), ACCM. Information controlled under the ACCM policy is subject to inspection in accordance with Item 14. DSS retains CSO authority and shall be afforded access to ACCM information as necessary to fulfill its responsibility as described in NAVSEAINST S5510.18.

## 13. SECURITY GUIDANCE. (CON'T.)

Solicitation or Contract # N00024-17-D-6421Page # 5 of 5

- Item 15 reference Item 11 (f): DSS is relieved from security/inspection responsibilities for all classified material. The CSO for all classified material will be identified in separate DD Form 254s at the time tasks are awarded through delivery orders.
- Classified or unclassified technical papers to be presented at a classified symposium must be approved by the NAVSEAHQ Contracting Officer's Representative (COR) prior to the presentation.
- Security classification guides (OPNAVINST 5513 series) and controlled unclassified information(CUI) (e.g., FOUO, distribution statement controlled) are not authorized for public release; therefore, they cannot be posted on a publicly accessible web-server or transmitted over the internet unless appropriately encrypted. Request for public release cannot be transmitted via the internet until the contractor receives final approval from NAVSEA (SEA 00D).
- Contractor must submit a request for sharing of classified and other sensitive information between prime contracts in writing to the NAVSEA Office of Security Programs (SEA 00P3) identified in Item 16 of this form.
- Personnel designated as derivative classifiers shall receive derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure personnel receive initial and biennial training during the life of this contract. Evidence of completion, training certificates or equivalent, shall be provided to the Information Assurance Manager no later than the individual's due date
- All classified documents must be destroyed using a National Security Agency (NSA) approved high security crosscut shredder listed on the NSA/CSS evaluated products list(EPL) for high security crosscut paper shredders, or other approved method for destroying classified information.
- All classified information involved in security incidents shall be retained and provided to the certifying official in Item 16 of this DD 254 for classification review.
- All reports of contractor security violations associated with this contract shall be sent by the Cognizant DSS field office directly to the certifying official in Item 16 of this DD254.
- Forward a copy of subcontractor DD 254s issued under this contract to the official shown in item 16 of this DD254.
- All security related requests pertaining to this contract shall be submitted in writing by the contractor's Facility Security Officer (FSO) to the individual identified in Item 16 of this DD254.
- The program sponsor for this contract is: William Abba, (202) 781-1931, william.abba@navy.mil
- Contact Mr. Aaron J. Stewart (SEA 00P3) at (202) 781-2071 or NAVSEAHQ\_INDUSEC@navy.mil for any security questions related to this contract.



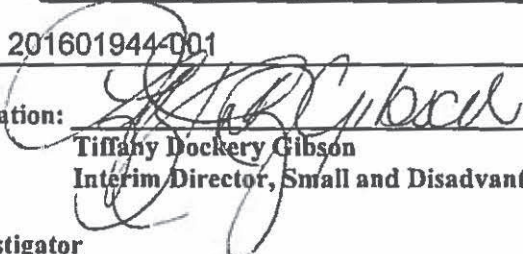
## Exhibit 1

### The University of Texas at Austin Individual Small Business Subcontracting Plan

Solicitation (Contract): N00024-16-R-6402

Proposal Entitled: P-6402 NAVSEA UARC Contract FY2017-2027

OSP Number: 201601944-001

UTA Authorization: 

Tiffany Dockery Gibson

Interim Director, Small and Disadvantaged Business Office

11/14/2017  
Date

#### Principal Investigator

Name: Dr. Clark Penrod

Phone: 512-835-3478

E-mail Address: penrod@arlut.utexas.edu

#### Sponsor Information

Agency Name: NAVSEA

Address: 1333 Isaac Hull Avenue, SE, M/S 2050, Washington Navy Yard, DC 20376-2050

X

Contracting Officer: John C. Piunno (SEA 02643)

Contracting Officer Signature: \_\_\_\_\_

\_\_\_\_\_  
Date

*(Applicable to the Cited Solicitation/Contract and expressed in terms of subcontracting dollars,  
excluding indirect and overhead costs)*

#### A. TOTAL VALUE OF ALL PLANNED SUBCONTRACTING:

Total Contract Value = \$1,124,502,140.

\$ 135,582,509 \* (100%)

#### B. SUBTOTAL VALUE OF ALL PLANNED SUBCONTRACTING TO SMALL BUSINESSES:

\$ 40,674,753 (30%)

#### C. SUBTOTAL VALUE OF ALL PLANNED SUBCONTRACTING TO LARGE BUSINESSES:

\$ 94,907,756 (70%)

\* Excludes Travel and Tullion

*Funds directed toward a SB concern may be counted in all qualifying categories!  
(e.g. WOSB and HUBZoneSB)*

The University of Texas at Austin  
Master Small Business Subcontracting Plan  
Exhibit 1

|                                                                                                                                                            | <u>DOLLAR<br/>VALUE</u> | <u>PERCENTAGE OF<br/>CATEGORY A</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------|
| <b>Veteran-Owned Small Business (VOSB):</b>                                                                                                                | \$ 2,711,650            | 2.0 %                               |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Service Disabled Small Business (SDVOSB):</b>                                                                                                           | \$ 338,956              | 0.25 %                              |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Woman-Owned Small Business (WOSB):</b>                                                                                                                  | \$ 6,779,125            | 5.0 %                               |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Historically Underutilized Business Zone (HUBZone):</b>                                                                                                 | \$ 13,558               | 0.01 %                              |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Small Disadvantaged Business (SDB):</b>                                                                                                                 | \$ 6,779,125            | 5.0 %                               |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Historically Black Colleges &amp; Universities/<br/>Small Disadvantaged Business (HBCU/MI):</b>                                                         | \$ 0                    | 0.0 %                               |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |
| <b>Small Business (SB):</b>                                                                                                                                | \$ 40,674,753           | 30.0 %                              |
| <i>Principal products/services involved –</i>                                                                                                              |                         |                                     |
| Electronic and Mechanical Components, Computer Equipment, PC Boards, Test Equipment, Technical Services, Services for Electronic & Mechanical Fabrication, |                         |                                     |
| Parts Machining, Software, Drawing and Documentation Services, Rental/Maintenance, Office Supplies and Furniture                                           |                         |                                     |

The University of Texas at Austin  
Master Small Business Subcontracting Plan  
May 2014

The Master Small Business Subcontracting Plan and Exhibit are submitted in accordance with Public Law 95-507, 103-353, 105-135 Historically Underutilized Business Zone Act of 1997, and the Veteran Entrepreneurship and Small Business Development Act of 1999, P.L. 106-50 as implemented by the Federal Acquisition Regulation 19.702, the Defense Supplement thereto, Public Law 100-180 and 103-337.

#### A. Goals

Goals for the use of small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSBs), historically underutilized business zone (HUBZone) small business, small disadvantaged business (SDB), including historically black colleges and universities and minority institutions (HBCU/MIs) including tribal colleges and universities, and women-owned small business (WOSB) concerns will be developed for each solicitation expected to exceed \$550,000 and will be expressed in terms of percentages and dollars of total planned subcontracting using Exhibit 1. Goals for each solicitation will also include a description of the principal products and services to be acquired from each of the small business entities. (Please note: Subcontracting amounts must not include University system transfers.)

#### 1. Method for Developing Goals

The Principal Investigator (PI) for the research program shall first determine the goods or services that will need to be obtained through subcontracting a portion of the research program budget. Small business subcontracting goals are then developed through consultation between UT Austin's Historically Underutilized Business/Small and Disadvantaged Business Office (HUB/SADBO) and the PI. As needed to facilitate establishment of the goals, the HUB/SADBO and PI shall utilize the expertise of the research administrator and purchasing officials, utilize market research tools, and shall consider past experience regarding the availability of small businesses to fulfill specific requirements in the area of research or supporting requirements. The capabilities and past performance of the SB/SDB shall be considered in determining whether or not to include the SB/SDB in the goals. Qualified small, disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned and HUBZone firms shall be used to meet program goals whenever possible. Reasonable goals are established based on the determination of the type and value of the needed subcontracts and the availability of qualified firms.

#### B. Indirect Costs

Goals do not include indirect costs.

#### C. Source Lists

Sources lists utilized in identifying small, disadvantaged, women-owned, veteran-owned, service-disabled veteran-owned, and HUBZone firms to meet established research program needs include:

<http://www.ccr.gov/>, the SBA on-line database of small businesses  
<http://www.sba.gov/hubzone/>, the SBA on-line database of locations that qualify as HUBZones  
<http://www.enr.doe.gov/om/mim/mim.html>, the DOE on-line database of minority institutions  
<http://www.gso.state.tx.us/cmbi/hub/>, the State of Texas on-line database of registered minority businesses  
<http://www.sba.gov/gobd>, Government Contracting/Business Development  
<http://www.dtic.mil/hbcuresources.html>, on-line database for HBCU/MIs; and  
<http://www.buyveteran.com>, the on-line database for VOSB, SDVOSB



The University of Texas at Austin  
Master Small Business Subcontracting Plan  
May 2014

**D. Subcontract Program Administrator**

The following University of Texas at Austin employee will administer the Small Business Program:

Mr. Arthur A. McDonald  
HUB/SADBO Office  
1616 Guadalupe Street  
Austin, TX 78722-2596  
Phone (512) 471-2852, Fax (512) 471-2689  
email: amcdonald@austin.utexas.edu

Mr. McDonald's specific duties include, but are not limited to:

- Developing and promoting company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to small, HUBZone, small disadvantaged, women-owned small, veteran-owned small and service-disabled veteran-owned small businesses concerns;
- Developing and maintaining bidders' list of small, HUBZone, small disadvantaged, women-owned small, veteran-owned small, service-disabled veteran-owned businesses, and HBCU/MI concerns from all possible sources;
- Assuring inclusion of small business, small disadvantaged, women-owned small, HUBZone, Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), service-disabled veteran-owned and veteran-owned small concerns in all solicitations for products or services which they are capable of providing;
- Ensuring periodic rotation of potential subcontractors on bidders lists;
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.;
- Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507;
- Monitoring attainment of proposed goals;
- Preparing and submitting required subcontracting reports;
- Coordinating UT Austin's activities during the conduct of compliance reviews by federal agencies;
- Coordinating the conduct of contractor's activities during UT Austin's small and small disadvantaged business subcontracting program;
- Assuring that small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small and veteran-owned small businesses are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing;

The University of Texas at Austin  
Master Small Business Subcontracting Plan  
May 2014

- Ensuring that subcontract procurement "packages" are designed to permit the maximum possible participation of small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned, veteran-owned small businesses, and HBCU/MIs;
- Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit, small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small, veteran-owned small businesses and HBCU/MI participation;
- Ensuring that buyers document the reason(s) for not selecting any low bids submitted by small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small, veteran-owned small businesses, and HBCU/MIs;
- Overseeing the establishment and maintenance of contract and subcontract award records;
- Directly or indirectly counselling small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small, veteran-owned small businesses concern, and HBCU/MIs on subcontracting opportunities and how to prepare responsive bids to the company;
- Providing notice to subcontractors concerning penalties for misrepresentations of business status as small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small or veteran-owned small businesses for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan;
- Developing and maintaining an incentive program for buyers which supports the subcontracting program;
- Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals; and
- Ensuring that outreach efforts include contacting minority and small business trade associations, and business development organizations.

#### E. Assurances and Flow-down

UT Austin agrees to include the Federal Acquisition Regulation (FAR) clause 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities. All subcontractors (except SB Concerns) who receive subcontracts in excess of \$550,000 will be required to adopt and comply with a subcontracting plan similar to the plan required by FAR 52.219-9, entitled "Small Business Subcontracting Plan."

The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business, veteran-owned small business, service-disabled veteran-owned small business, women-owned small business, historically underutilized business zone small business, small disadvantaged business, and historically black college and university/minority institution subcontractors, and prior experience. Upon approval and implementation,

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plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontracting program participants.

**F. Reports and Studies**

UT Austin agrees to submit required reports and to cooperate in studies or surveys as may be required by the contracting agency or the Small Business Administration to comply with UT Austin's subcontracting plan and the clause entitled "Utilization of Small Business Concerns" contained in the contract.

UT Austin agrees to submit the original and one copy of "Subcontracting Report for Individual Contracts," SF 294, electronic reports into SRS system in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211 for each contract that includes a subcontracting plan requirement. The report shall be submitted for the entire life of each contract within thirty (30) days after the close of each reporting period.

UT Austin shall submit the "Summary Subcontract Report," SF 295, also into the SRS system in accordance with the instructions on the report as referenced in Public Law 95-507, Section 211.

**G. Small Businesses Equitable Opportunity to Compete**

The following efforts will be taken to assure that SB, VOSB, SDVOSB, WOSB, HUBZone, SDB, and HBCU/MI will have an equitable opportunity to compete for subcontracts.

- UT Austin's outreach efforts will include contacts with minority and small business trade associations, contacts with business development organizations, and attendance at small and minority business procurement conferences and trade fairs;
- Sources will be requested from the State of Texas Certified Master Bidders;
- Sources will be requested from the SBA's CCR system, <http://www.ccr.gov/>; and
- The following internal efforts will be made to guide and encourage buyers:
  - Workshops, seminars, and training programs will be conducted;
  - Activities will be monitored to evaluate compliance with this subcontracting plan; and
  - Interviews will be arranged with SB, VOSB, SDVOSB, WOSB, HUBZoneSB, SDB, and HBCU/MI concerns.

SB, VOSB, SDVOSB, WOSB, HUBZoneSB, SDB, and HBCU/MI concern source lists, guides and other data identifying SB, VOSB, SDVOSB, WOSB, HUBZoneSB, SDB, and HBCU/MI concerns will be maintained and utilized by buyers in soliciting subcontracts.

**H. Recordkeeping**

As required by FAR 19.704 (a)(11), records will be maintained by UT Austin to document the procedures adopted for compliance with the requirements and goals in the subcontracting plan.

These records will include the following categories:



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- Source list, guides, and other data identifying SB, VOSB, SDVOSB, WOSB, HUBZoneSB, SDB, and HBCU/MI concerns;
- Organizations contacted to locate SB, VOSB, SDVOSB, WOSB, HUBZoneSB, SDB, and HBCU/MI concerns;
- On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating for each solicitation (1) whether SB concerns were solicited, and if not, why not; (2) whether VOSB concerns were solicited, and if not, why not; (3) whether SDVOSB concerns were solicited, and if not, why not; (4) whether WOSB concerns were solicited, and if not, why not; (5) whether HUBZone concerns were solicited, and if not, why not; (6) whether SDB concerns were solicited, and if not, why not; and (7) reasons for the failure of solicited SB, VOSB, SDVOSB, WOSB, HUBZone, and SDB concerns to receive the subcontract award;
- Records to support additional outreach efforts (e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs); and
- Records to support internal activities to (1) guide and encourage purchasing personnel (e.g., workshops, seminars, training programs, incentive awards); and (2) monitor activities to evaluate compliance.

#### I. Timely Payments to Subcontractors

As required by FAR 19.702, UT Austin will establish procedures to ensure timely payment of amounts due pursuant to the terms of your subcontracts with small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, service-disabled veteran-owned small business concerns and veteran-owned small business concerns.

#### J. Description of Good Faith Effort

Maximum practicable utilization of small, HUBZone, small disadvantaged women-owned, service-disabled veteran-owned small and veteran-owned small business concerns as subcontractors in Government contracts is a matter of national interest with social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate UT Austin's compliance with a good faith effort to achieve the small, HUBZone, small disadvantaged, women-owned small, service-disabled veteran-owned small and veteran-owned small businesses subcontracting goals an outline of the steps UT Austin will follow are listed below.

- I. Each contract of \$100,000 or more will be reviewed for subcontracting opportunities,
- II. Each contract of \$550,000 or more will require a small business subcontracting plan or waiver;
- III. Intense outreach efforts will be conducted to include small businesses; and
- IV. In conjunction with the PIs, the Subcontract Program Administrator will develop and monitor goals monthly to ensure compliance.
- V. Each departmental purchaser and central purchasing buyer will notify the small business liaison officer (sblo) when planning a purchase utilizing federal funds.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
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| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                   |  | PAGE OF PAGES<br><b>1   8</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>09-Apr-2018</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                     |  | 5. PROJECT NO. (If applicable)  |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND<br>STOP 2040 1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2040                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |  | CODE<br><b>N66018</b>           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                 |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                           |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421                                                                                                             |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017                                                                                                                         |  |                                 |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                   |  |                                 |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual Agreement of the Parties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpiunnoj187178</b><br>See attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>JOHN C PIUNNO / CONTRACTING OFFICER<br>TEL: (202) 781-1535 EMAIL: john.piunno@navy.mil              |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u>John C. Piunno</u><br>(Signature of Contracting Officer)                                                                   |  | 16C. DATE SIGNED<br>09-Apr-2018 |  |
| (Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                 |  |



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| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                                                          |                                                                                     | 1. CONTRACT ID CODE<br><b>U</b>                        | PAGE OF PAGES<br><b>1   8</b>                                                                   |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>9 APRIL 2018</b>                                                                                 |                                                                                     | 4. REQUISITION/PURCHASE REQ. NO.<br>N00024-15-NR-03645 |                                                                                                 |
| 5. PROJECT NO. (If applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 6. ISSUED BY CODE<br>NAVAL SEA SYSTEMS COMMAND<br>STOP 2040 1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2040 |                                                                                     |                                                        |                                                                                                 |
| 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 8. PROJECT NO. (If applicable)<br><b>N66018</b>                                                                          |                                                                                     |                                                        |                                                                                                 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                          |                                                                                     | 9A. AMENDMENT OF SOLICITATION NO.                      |                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                          |                                                                                     | 9B. DATED (SEE ITEM 11)                                |                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                          |                                                                                     | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421  |                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                          |                                                                                     | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017              |                                                                                                 |
| CODE 55354                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | FACILITY CODE                                                                                                            |                                                                                     |                                                        |                                                                                                 |
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| <b>12. ACCOUNTING AND APPROPRIATION DATA (If required)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                          |                                                                                     |                                                        |                                                                                                 |
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| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                          |                                                                                     |                                                        |                                                                                                 |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                          |                                                                                     |                                                        |                                                                                                 |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)<br>Modification Control Number: vpiunnoj187178<br>See attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                          |                                                                                     |                                                        |                                                                                                 |
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| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>Courtney Frazier Swaney, Associate Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                          | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>JOHN C. PIUNNO</b> |                                                        |                                                                                                 |
| 15B. CONTRACTOR/OFFEROR<br>Digitally signed by Courtney Swaney<br>Date: 2018.04.03 16:12:11 -0500<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                          | 15C. DATE SIGNED<br>04/03/2018                                                      |                                                        | 16B. UNITED STATES OF AMERICA<br>BY <b>John C. Piunno</b><br>(Signature of Contracting Officer) |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                          |                                                                                     |                                                        | 16C. DATE SIGNED<br><b>9 APRIL 2018</b>                                                         |

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

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

**SECTION SF 30 BLOCK 14 CONTINUATION PAGE****The following items are applicable to this modification:**

Purpose of this no cost bi-lateral modification is to delete the clarification clause in Section C referencing FAR 52.212-4, and delete FAR clauses 52.212-4 and 52.222-20 in Section I. Accordingly, the above-numbered contract is hereby modified as follows:

**SUMMARY OF CHANGES****SECTION C - DESCRIPTIONS AND SPECIFICATIONS**

The following have been modified:

**Item 0001 (and if Option is exercised) Item 0003 - ARL:UT University Affiliated Research Center (UARC) Effort**

**Description of Procurement**

The Navy relies upon the Applied Research Laboratories at the University of Texas at Austin, a University Affiliated Research Center, to maintain essential engineering, research, and development capabilities in high frequency acoustics; low frequency acoustics for surveillance programs; tactical frequency sonar detection and classification; satellite geodesy; precision geolocation and geomatics; electromagnetic propagation; sensor systems; non linear acoustics; and Command, Control, Communications, Computers and Intelligence C4I and related technologies. These capabilities have been established and maintained at ARL: UT and are determined to be essential to the Navy's needs and essential to the support of numerous specific programs managed by different technical sponsor organizations.

This contract is for the procurement of research and development services and other scientific and engineering support, which can include developing and providing training materials and curricula associated with or based upon work performed under one of ARL: UT's core competencies, with a minimum emphasis on follow-on procurement of hardware and services. Any orders placed hereunder shall be funded by all appropriation types as applicable to the specific requirement. Each order placed under this contract shall require ARL: UT to provide only services and/or supplies applicable to at least one of the following core competencies:

**ARL:UT Core Competencies Maintained for the Navy**

ARL:UT provides the following core mission competencies in research, development test and evaluation, system enhancement, integration, and engineering in support of war fighting programs for the Navy and other agencies of the Government:

(1) Characteristics of the medium relative to the ocean acoustic environment and its effects on undersea warfare systems, and relative to electromagnetic propagation in the atmospheric, tropospheric, and ionospheric environment and its effects on electromagnetic information warfare systems.



(2) High frequency sonar as applied to war fighting applications including mine hunting/obstacle avoidance, reconnaissance, classification, swimmer detection, precision bathymetry, environmental characterization, under ice and ocean bottom navigation, and intelligence collection.

(3) Acoustic and electromagnetic properties as related to target characteristics, including countermeasures, sensors and signal processing.

(4) Signal and information processing and display as applied to acoustic, electromagnetic and electro-optical systems including advanced display/format technology, source and array technology, spatial and temporal processing, and high order spectral methods.

(5) Navigation and precise location in space, air, water, and on land, including geodetic, acoustic, seismic, and electromagnetic applications.

(6) Command, Control, Communications, Computers, and Intelligence (C<sup>4</sup>I) as applied to modeling and simulation, electromagnetic instrumentation, development of scientific tools for information content analysis to identify specific information within large datasets, and innovative computer and software development.

(7) Mission related and public service oriented research, technology development, test, evaluation and systems analysis required to provide a quick response to rapidly evolving DoD and other government agency requirements through the application of the above core competencies, along with the complementary capabilities of the other divisions of the University of Texas.

**Item 0002** - Data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 2.

#### **Patent Rights**

Pursuant to FAR 52.227-11 "Patent Rights" and DFARS 252.227-7039 "Patents-Reporting of Subject Inventions," The Applied Research Laboratories, The University of Texas at Austin (ARL:UT), shall use the DD Form 882, Report of Inventions and Subcontracts, as detailed in CDRL A005.

#### **Computer Software Rights**

Pursuant to DFARS 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restrictions," and DFARS 252.227-7027 "Deferred Ordering Of Technical Data Or Computer Software," The Applied Research Laboratories, The University of Texas at Austin (ARL:UT), may be required to deliver executable code, computer programs, source code, source code listings, object code, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled and associated computer software documentation to the Government

#### **Navy-Sponsored University Affiliated Research Center (UARC) Scientific and Technical Intelligence Liaison Officer (STILO) Program**

To support the performance of core research, development and engineering competencies for Navy programs, JHU/APL shall maintain a STILO program which is coordinated with and sponsored by the Naval Sea Systems Command (NAVSEA). The requirements and terms of reference for this program, including the NAVSEA sponsorship responsibilities, are as follows and only apply to tasks that require STILO coordination:

NAVSEA has established the University Affiliated Research Center (UARC) STILO program in recognition of The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) strategic relationship with the



Department of Defense as a UARC and in accordance with OPNAVINST 3880.6 series to insure the ARL:UT receives all intelligence needed in support of its Department of Defense mission. NAVSEA 00G will be the government office responsible for oversight and management of the UARC STILO program: The ARL:UT STILO will serve as ARL:UT single point of contact with the Intelligence Community, via NAVSEA 00G, and will report directly to the Laboratory Director on all matters relating to intelligence support and policy.

The ARL:UT STILO is responsible for the STILO organization at ARL:UT and for insuring all DoD tasks receive appropriate intelligence support. The ARL:UT STILO will keep NAVSEA 00G informed regarding DoD intelligence issues and DoD supported technical support work utilizing intelligence information at the ARL:UT. The ARL:UT STILO will be accountable for all DoD related intelligence support received by ARL:UT and for its appropriate use.

For the UARC STILO program, NAVSEA 00G will support ARL:UT's broad access to intelligence products under the cognizance of ARL:UT's STILO organization in order to support DoD sponsored tasks at ARL:UT falling within the laboratory's identified core competencies.

To provide for this broad access to intelligence authorized under the Navy's STILO program, NAVSEA 00G will support continuation of a Defense Intelligence Agency (DIA) customer sub account under NAVSEA's DIA account. Such hard copy intelligence products will be automatically disseminated via the Defense Intelligence Dissemination Systems (DIDS) based on Statements of Intelligence Interests (SII) submitted by the ARL:UT STILO and validated by NAVSEA 00G. If finished intelligence products necessary for performance of a task within the core competencies of this laboratory are not available to ARL:UT, the UARC STILO may request such products on an ad hoc basis with NAVSEA 00G's concurrence.

The tasks covered by this contract may require network access to SCI information and Video Teleconferences (VTCs). While each task will outline specific SCI network requirements, NAVSEA does provide sponsor endorsement for ARL:UT to obtain and sustain JWICS connectivity and access. For designated tasks under this contract ARL:UT shall require access to Sensitive Compartmented Information (SCI) and Non-SCI intelligence data.

These tasks will require a full understanding of the Intelligence Community all source assessment of the threats of interest to ensure appropriate threat characteristics are being emulated at the GENSER. ARL:UT shall be required to have access to Intelligence Community produced and/or approved SCI level threat performance characteristics and models. ARL:UT shall be required to utilize these data in a Government accredited Sensitive Compartmented Information Facility at the ARL:UT in order to analyze and evaluate these characteristics and assess their impact on system performance assessments utilizing Intelligence Community provided GENSER level threat data. The analysis and evaluation process are for background purposes only and there will be no SCI level deliverable associated with the task.

Requests for intelligence production will be submitted by the ARL:UT STILO for validation by NAVSEA 00G. NAVSEA 00G will sponsor the ARL:UT STILO accesses to various intelligence centers as appropriate.

If tasking under this contract requires access to Sensitive Compartmented Information (SCI), NAVSEA 00G will sponsor the granting of necessary SCI billets and provision of required SCI intelligence products. The ARL:UT STILO shall be advised of all special access programs that require intelligence support. The ARL:UT STILO will keep NAVSEA 00G informed regarding CSSO issues at the ARL:UT.

The ARL:UT STILO is responsible for reviewing all Department of Defense Contract Security Classification Specification (SCI level DD-254s) forms associated with this contract and all subcontracts to insure they reflect the correct level of intelligence support needed to effectively complete the task described.

## **EQUIPMENT ACQUISITION AND TITLE**



- (a) In accordance with 31 USC 6306 and FAR 35.014 (b), the Contracting Officer hereby grants approval to ARL:UT to retain title to any non-deliverable equipment, procured for the approved task order and funded solely with RDT&E 6.1, 6.2 and/or 6.3 funds or equivalent categories of non-DoD funding. Such equipment shall be subject to the constraints of FAR 45.3 and will be subject to annual review by the ACO. The contractor shall comply with the provisions in FAR 35.014(d)(1). A list of subject equipment is required to be submitted to the Contracting Officer, with a copy to the COR, on an annual basis.
- (b) If the Contractor fails to maintain an approved Purchasing system it will then be required to obtain prior approval from the ACO to acquire any items not specifically included in an approved task order, and which exceed the capitalization level established by The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) for financial statements of \$5,000. Title to all such items of equipment, purchased with RDT&E 6.1, 6.2 and/or 6.3 funds or equivalent categories of non-DoD funding, will be determined by the ACO at the time of the approval subject to FAR 35.014(b)(3).
- (c) If title to equipment is vested in the contractor, depreciation, amortization, or use charges are not allowable with respect to that equipment under any existing or future Government contract or subcontract.
- (d) Undeliverable property acquired and/or accountable under Contract N00024-07-D-6200 is hereby transferred to Contract: N00024-17-D- 6421.

#### **USE OF GOVERNMENT FURNISHED PROPERTY FOR UARC CONTRACTS**

In accordance with FAR 45.301, this clause sets forth the use and accountability of property either furnished or acquired under prime contracts with The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) for performance of current and future U.S. Government contracts and other work performed in accordance with this clause.

The Applied Research Laboratories, The University of Texas at Austin (ARL:UT) may use the property accountable under this contract in the performance of other U.S. Government contracts and performance of its Independent Research and Development (IR&D) programs in accordance with the requirements of FAR 45.301 and FAR 45.303. For purposes of 52.245-9, the parties agree that such use is on a rent-free basis.

Costs incurred for acquisition, maintenance, repair, replacement, disposition, or other purposes in connection with the property accountable hereunder will be subject to the reimbursement provisions of the related contracts and FAR Subpart 31.3. Security requirements, if any, shall be governed by the terms and conditions of the related contracts.

#### **PROHIBITION ON ACCOMMODATION PURCHASING AND SUBCONTRACTING**

Accommodation purchasing and subcontracting means the procurement of supplies and/or subcontracting of services which are not essential in the discharge of the Contractor's technical responsibilities under this contract. These actions are usually prompted by a desire to achieve expedited procurement not warranted by technical program needs, or to avoid the requirements of current Federal procurement regulation which are applicable if procurements were performed by the Government directly. Accommodation purchasing and subcontracting does not include cases in which the Contractor is serving as a prime contractor in roles such as principal investigator, system integration agent or technical direction agent for which the volume of purchases or subcontracting, and sometimes the identification and management of subcontracting sources, is determined by program requirements.



The Contractor shall not perform accommodation purchasing and subcontracting, including any purchases or subcontracting which the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) identifies to the Contractor prior to executing the contract action as constituting accommodation purchasing and subcontracting. In such cases the PCO will have the responsibility to communicate its concerns and decision to the cognizant technical sponsor. In addition, should the Contractor have a reasonable belief as to whether a particular action will constitute accommodation subcontracting, no action shall be taken to consummate the contract action until such time as the ACO or PCO are contacted and appropriate guidance is provided.

## USE OF FEE

ARL:UT shall submit CDRL A004 to the Navy UARC Program Office documenting the use of fee in support of Contract N00024-17-D-6421.

## PROCESS IMPLEMENTING DISCLOSURE OF INFORMATION REQUESTS

(a) Except in the case of basic & fundamental research (defined in National Security Decision Directive (NSDD) 189 in effect as referenced in The USD Memo, Subject: Fundamental Research, dated May 24, 2010) and except information to third parties necessary in the performance of work hereunder, the Contractor shall not release to any party outside the Government any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless –

1) The sponsors' public affairs office and Navy UARC Office, NAVSEASYS COM 00U, have given prior written approval; AND Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Procuring Contracting Officer are provided courtesy copies of the material, the request and all approvals;

2) The information is otherwise in the public domain before the date of release; or,

3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012) and has been scoped and negotiated by the contracting activity with the sponsor, and research performer and determined in writing by Navy UARC Office, NAVSEASYS COM 00U) to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4). Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Procuring Contracting Officer shall be provided copies of the material and approvals.

(b) The requirement for prior approval shall not apply to any re-release of material already released under the procedures set forth above. However, any modification to the original release that contains information pertaining to any part of the contract or any program related to the contract herein shall require that the materials be submitted as provided above. This requirement does not apply to material that is already in the public domain.

(c) Requests for approval under (a)(1) shall be directed to the sponsor's Public Affairs office and Navy UARC Office, NAVSEASYS COM 00U at least ten (10) days before the proposed date for release. These requests shall identify the specific information to be released, the medium to be used, and the purpose for the release. The individual tasking sponsors have the ultimate responsibility for the release of information under their programs. In cases where the evidence supporting release or retention of unclassified information is inconclusive, the Contracting Officer has the responsibility and retains the authority to make final determinations for such disclosure. The Contracting Officer's disposition of the request will be forwarded to the sponsor's public affairs office, Naval Sea Systems Command Office of Corporate Communications (SEAOOD) and the Navy UARC Office, NAVSEASYS COM 00U.



(d) The prohibitions contained in subparagraph (a) and (b) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

(e) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release information under paragraph (d) through the prime contractor for adjudication.

#### **ROLLOVER PROVISION**

The total scope of the effort for this contract (CLIN 0001) is 25,173 staff months or, if Option Item 0003 is exercised, 52,964 staff months. The staff months assigned to contract line item (CLIN) 0001 are the Government's estimate of how these staff months will be expended. The Government may reassign these staff months between CLINs and sub line items (SLINs) and among the basic and option CLIN as necessary, provided that the total staff months for the base period and, if exercised, option period collectively are not exceeded.

The cost and fee amounts assigned to each CLIN/SLIN are the Government's estimate of how the funds will be assigned. The Government may reassign these amounts among the CLINs and between the basic and option CLIN as necessary, provided that the total cost and fee for base period and, if exercised, option period are not exceeded.

#### **CLARIFICATIONS**

With respect to the clause entitled, PROCESS IMPLEMENTING DISCLOSURE OF INFORMATION REQUESTS, located on page 13, unless otherwise requested to do so by the Navy UARC Office, it will only require a review of information for which ARL:UT is seeking permission for release to the public.

With respect to the clause, SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING, located in Section G, the submission of the vouchers in iRAPT and the submission of CDRL A001, Cost Report, identified in Section J - List of Documents, Exhibits and Other Attachments, via email to ONR shall satisfy the requirements of the clause.

With respect to FAR 52.228-7, the requirements of this clause are satisfied by the liability coverage provided under the laws and Constitution of the State of Texas as set forth in The University of Texas System Office of General Counsel letter dated 1 February 2017.

With respect to DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award, it is agreed that this clause is applicable at the Task Order level if the Task Order value exceeds \$13.5M.

#### **SUBACCOUNT COST POOLING**

For the purpose of accounting, the agency places no restrictions on the transfer of funds within subaccount cost categories such as salaries, travel and overhead so long as the amounts obligated by the contract for total cost and fee amounts are not exceeded, and as long as the costs are accumulated in accordance with Cost Accounting Standards and the Contractor's disclosed practices.

#### **CYBERSECURITY AND PROGRAM INTEGRITY**

Develop and sustain systems, applications, methodologies, tools, academic disciplines, and collaborative relationships for maintaining program, asset, and information integrity and for identifying, characterizing, and mitigation/defeating cyber attacks on platforms, systems, components, and critical technologies and data associated with efforts executed under the UARC's mission areas and supporting core competencies.

## SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.212-4

52.222-20

(End of Summary of Changes)



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.  
**A00001**3. EFFECTIVE DATE  
**SEE BLK 16C**4. REQUISITION/PURCHASE REG. NO.  
**N00024-15-NR-03645**

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N66018

7. ADMINISTERED BY (If other than Item 6)

CODE

Office Of Naval Research  
San Diego Regional Office  
140 Sylvester Road,  
Bldg. 140 Rm. 218  
San Diego CA 92106-3521

Attn: Veronica Y. Lacey  
(619) 221-5600  
Veronica.Lacey@navy.mil

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

University of Texas at Austin  
Applied Research Laboratory  
P.O. Box 8029  
Austin, TX 78713-8029

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
**N00024-17-D-6421**

10B. DATED (SEE ITEM 13)

CODE **55354**

FACILITY CODE

**27 SEP 2017**

## 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 \_\_\_\_\_ copies 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 ACKNOWLEDGMENT 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) **N/C**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 CONTRACT ORDER NO. IN ITEM 10A.

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
FAR 45.106

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.)

The purpose of this modification is to transfer accountability of Government Property from Contract N00024-07-D-6200 to Contract N00024-17-D-6421 at no cost to the Government.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

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

**Veronica Y. Lacey**  
Administrative Contracting Officer

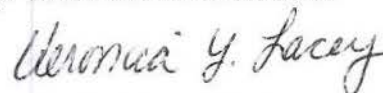
15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA  
BY

16C. DATE SIGNED

(Signature of person authorized to sign)



| YEAR<br>ACQ'D | ACQ<br>MTHD | DESCRIPTION                             | PURCHASED<br>COST |
|---------------|-------------|-----------------------------------------|-------------------|
| 1953          |             | Barge                                   | \$ 339,518.06     |
|               | G           | Mine Detection R@D (main bldg)          |                   |
|               | R           | Mine Detection R@D (main bldg)          |                   |
| 1966          |             | Barge                                   | \$ 53,057.00      |
|               | G           | Instrument Platform (ARK)               |                   |
| 1971          |             | Barge                                   | \$ 87,300.00      |
|               | G           | Step Facility                           |                   |
| 1991          |             | Barge                                   | \$ 59,539.00      |
|               | G           | Sonar System Test & Evaluation (SQQ-32) |                   |
| 2007          |             | Mobile Barge                            | \$ 443,571.41     |
|               | R           | R/V GARLAND S. BARNARD                  |                   |
|               | G           | R/V GARLAND S. BARNARD                  |                   |
|               | G           | R/V GARLAND S. BARNARD                  |                   |
|               | R           | R/V GARLAND S. BARNARD                  |                   |
| 2015          |             | Generator                               | \$ 21,357.00      |
|               | G           | Power                                   |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K .250 inch                           |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K .250 inch                           |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |

Page 3 of 3  
Government Property Listing

| YEAR<br>ACQ'D                                            | ACQ<br>MTHD | DESCRIPTION   | PURCHASED<br>COST |
|----------------------------------------------------------|-------------|---------------|-------------------|
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| ACQ METHOD: P = PURCHASED, G or R = GOVERNMENT FURNISHED |             |               |                   |
| TOTAL COST OF ITEMS:                                     |             |               | \$ 1,019,342.47   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE                                                                                                                                               |  | PAGE OF PAGES<br>1   6          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00002</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>20-Aug-2020</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br>N00024-15-NR-03645                                                                                                            |  | 5. PROJECT NO.(If applicable)   |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |  | CODE<br><b>N66018</b>           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                 |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                           |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421                                                                                                             |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017                                                                                                                         |  |                                 |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                   |  |                                 |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)<br>Modification Control Number: vtrujilk2011940<br>Add FAR Clauses FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020), and FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                 |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.trujillo@navy.mil   |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR<br><br>_____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u>Kim Trujillo</u><br>(Signature of Contracting Officer)                                                                     |  | 16C. DATE SIGNED<br>20-Aug-2020 |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

**52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) Representations. The Offeror represents that—

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—  
It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.



(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

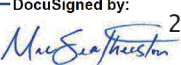
(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                      |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                         |  | PAGE OF PAGES<br><b>1   2</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00003</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>15-Oct-2020</b>              |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                           |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD, DC 20376-2030                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  | CODE<br><b>N00024</b>                                |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521       |  | CODE<br><b>N66018</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                      |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                       |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                 |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                            |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                        |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                                        |  |                                                                                                                                                                         |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>Mutual Agreement of the Parties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vlofgreb2014136</b><br><b>PR #: N0002420MR03506</b><br><br>The purpose of this modification is to realign ceiling from CLIN 0003 to CLIN 0001.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                      |  |                                                                                                                                                                         |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Mark Featherston</b><br><b>Assistant Director, Office of Sponsored Projects</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                      |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>KIMBERLY A TRUJILLO / CONTRACTING OFFICER</b><br>TEL: (202) 781-1316 EMAIL: kimberly.trujillo@navy.mil |  |                                        |  |
| DocuSigned by:<br><br>C662057786C341A...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | 15C. DATE SIGNED<br><b>2020-10-16   08:16:49 PDT</b> |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer)          |  | 16C. DATE SIGNED<br><b>15-Oct-2020</b> |  |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$249,988,384.00 from \$458,180,014.00 to \$708,168,398.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The estimated/max cost has increased by \$236,955,814.00 from \$434,293,852.00 to \$671,249,666.00.

The pricing detail quantity has increased by 13,735.00 from 25,173.00 to 38,908.00.

The fixed fee has increased by \$13,032,570.00 from \$23,886,162.00 to \$36,918,732.00.

The total cost of this line item has increased by \$249,988,384.00 from \$458,180,014.00 to \$708,168,398.00.

CLIN 0003

The estimated/max cost has decreased by \$236,955,814.00 from \$599,147,089.00 to \$362,191,275.00.

The pricing detail quantity has decreased by 10,991.00 from 27,791.00 to 16,800.00.

The fixed fee has decreased by \$13,032,570.00 from \$32,953,090.00 to \$19,920,520.00.

The total cost of this line item has decreased by \$249,988,384.00 from \$632,100,179.00 to \$382,111,795.00.

(End of Summary of Changes)



## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1

3

2. AMENDMENT/MODIFICATION NO.  
**A00001**3. EFFECTIVE DATE  
**SEE BLK 16C**4. REQUISITION/PURCHASE REG. NO.  
**N00024-15-NR-03645**

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

N66018

Office Of Naval Research  
San Diego Regional Office  
140 Sylvester Road,  
Bldg. 140 Rm. 218  
San Diego CA 92106-3521Attn: Veronica Y. Lacey  
(619) 221-5600  
Veronica.Lacey@navy.mil

7. ADMINISTERED BY (If other than Item 6)

CODE

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

University of Texas at Austin  
Applied Research Laboratory  
P.O. Box 8029  
Austin, TX 78713-8029

(✓)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.  
**N00024-17-D-6421**

10B. DATED (SEE ITEM 13)

CODE **55354**

FACILITY CODE

**27 SEP 2017**

## 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 \_\_\_\_\_ copies 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 ACKNOWLEDGMENT 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) **N/C**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 CONTRACT ORDER NO. IN ITEM 10A.

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)  
FAR 45.106

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.)

The purpose of this modification is to transfer accountability of Government Property from Contract N00024-07-D-6200 to Contract N00024-17-D-6421 at no cost to the Government.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

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

**Veronica Y. Lacey**  
Administrative Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA  
BY

16C. DATE SIGNED

(Signature of person authorized to sign)

*Veronica Y. Lacey**2/28/18*



| YEAR<br>ACQ'D | ACQ<br>MTHD | DESCRIPTION                             | PURCHASED<br>COST |
|---------------|-------------|-----------------------------------------|-------------------|
| 1953          |             | Barge                                   | \$ 339,518.06     |
|               | G           | Mine Detection R@D (main bldg)          |                   |
|               | R           | Mine Detection R@D (main bldg)          |                   |
| 1966          |             | Barge                                   | \$ 53,057.00      |
|               | G           | Instrument Platform (ARK)               |                   |
| 1971          |             | Barge                                   | \$ 87,300.00      |
|               | G           | Step Facility                           |                   |
| 1991          |             | Barge                                   | \$ 59,539.00      |
|               | G           | Sonar System Test & Evaluation (SQQ-32) |                   |
| 2007          |             | Mobile Barge                            | \$ 443,571.41     |
|               | R           | R/V GARLAND S. BARNARD                  |                   |
|               | G           | R/V GARLAND S. BARNARD                  |                   |
|               | G           | R/V GARLAND S. BARNARD                  |                   |
|               | R           | R/V GARLAND S. BARNARD                  |                   |
| 2015          |             | Generator                               | \$ 21,357.00      |
|               | G           | Power                                   |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K .250 inch                           |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K .250 inch                           |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |
| 2016          |             | Microphone                              | \$ 1,500.00       |
|               | R           | B&K 250 inch                            |                   |

Page 3 of 3  
Government Property Listing

| YEAR<br>ACQ'D                                            | ACQ<br>MTHD | DESCRIPTION   | PURCHASED<br>COST |
|----------------------------------------------------------|-------------|---------------|-------------------|
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| 2016                                                     |             | Microphone    | \$ 1,500.00       |
|                                                          | R           | B&K .250 inch |                   |
| ACQ METHOD: P = PURCHASED, G or R = GOVERNMENT FURNISHED |             |               |                   |
| TOTAL COST OF ITEMS:                                     |             |               | \$ 1,019,342.47   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                   |  | PAGE OF PAGES<br><b>1   2</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00004</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>16-Apr-2021</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                     |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND<br>HUMPHREYS BUILDING<br>OFFICE 5W-21111<br>1333 ISAAC HULL AVE, SE<br>WASHINGTON NAVY YARD DC 20376-7101                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |  | CODE<br><b>N66018</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                 |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                           |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                      |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                  |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                   |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)<br>Modification Control Number: <b>vtrujilk216814</b><br>Add DFARS clause 252.204.7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) and Attachment 5, Agreement for Special Use Allowance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202) 781-1316 EMAIL: kimberly.trujillo@navy.mil  |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <i>Kim Trujillo</i><br>(Signature of Contracting Officer)                                                                     |  | 16C. DATE SIGNED<br><b>16-Apr-2021</b> |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

|              |                                             |          |
|--------------|---------------------------------------------|----------|
| 252.204-7020 | NIST SP 800-171 DoD Assessment Requirements | NOV 2020 |
|--------------|---------------------------------------------|----------|

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------|-------|------|
|---------------|-------------|-------|------|

to:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                         | PAGES | DATE        |
|---------------|-------------------------------------|-------|-------------|
| Attachment 5  | Agreement for Special Use Allowance | 3     | 03-MAR-2021 |

(End of Summary of Changes)

## AGREEMENT FOR SPECIAL USE ALLOWANCE

This agreement entered into as of 18, December 2020 by and between the UNITED STATES OF AMERICA (hereinafter called "the Government") represented by the Commander, Naval Sea Systems Command, Department of the Navy, or his authorized representative executing this agreement, and the UNIVERSITY OF TEXAS, a non-profit educational institution of higher learning of the State of Texas (hereinafter sometimes referred to as the "Contractor") represented by an official authorized to execute this agreement.

### WITNESSETH:

WHEREAS the contractor in furtherance of its educational purposes is performing research and development contracts for the DEPARTMENT OF THE NAVY and other agencies of the Government; and

WHEREAS an additional research facilities building is required in the performance of such contracts, but it is not practical or desirable for the Government to provide the same as Government-owned facilities; and

WHEREAS the contractor is willing to construct such facilities at its own expense provided that a special use allowance is permitted in accordance with the authority stated in DFARS 235.015-70.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Applied Research Laboratories of the University of Texas at Austin, located on the J. J. Pickle Research Campus, will construct a research facility, hereinafter called "the Research Facility". The Government agrees to recognize amounts for a special use allowance for the purpose of amortizing that portion of the construction cost of the Research Facility that is allocable to the performance of said contracts. Such special use allowance shall be in addition to those costs specified as allowable in the Schedule of the clause of the General Provisions thereof entitled "allowable Costs, Fixed Fee, and Payments" or equivalent applicable clause. "Construction costs" are estimated at \$40,400,000 and the Contractor will be paid less if actual construction costs are less.
2. The amounts agreed upon to be recognized for special use charge shall be computed on the basis of charging the aforesaid Government contracts with the portion allocable thereto of one-twentieth (1/20) per annum of the total construction costs of the Research Facility during the Amortization Period. It is recognized that a premise of this agreement is the expectation that Government funding for research and development work will remain at a level such that amounts chargeable for the special use allowance will not be reasonably large in relation to the extent of Government funding, provided however that this recital of expectation shall not be construed as an obligation on the part of the Government to continue contracting with the contractor. If during any consecutive period of six months during the Amortization Period the resulting expenditures from the Contractors level of research and development effort under all Government contracts with the contractor, measured in terms of the contractors direct labor costs including fringe benefits shall total less than \$17.5M, then, if requested by the Contracting Officer, there shall be a negotiated a proportionate reduced special use allowance for application in lieu of the allowance otherwise provided during six consecutive months the expenditures resulting from the Contractors direct labor, including fringe benefits, shall have equaled or exceeded \$17.5M.
3. The amortization Period shall be the period of twenty (20) years from the date on which the Research Facility, following substantial completion thereof, is occupied and used for the performance of research and development work under any Government contract with the Contractor.

4. The amount of the special use allowance applicable to any given period shall be equitably apportioned to all contracts and work utilizing the Research Facility which is performed by the Contractor during the period. Accordingly, if concurrent use is made of the Research Facility for the Government and for parties other than the Government, the portion of the special use allowance which is allocable to such other work shall not be charged to the Government. The special use allowance provided shall not be applicable during periods when there is not in existence any Government contract with the Contractor, nor does it imply any obligation to contract with the University. If the amount of the special use allowance is reduced in accordance with Paragraph 2, or does not apply in any given year because there is no government contract with the University, the amortization amount will be reduced or eliminated for that year and the difference will not be recovered in future fiscal years. In no event will the amortization period extend beyond the term stated in paragraph 3.
5. It is understood and agreed that the special use allowance provided, covering the construction costs of research facilities to be financed by the University of Texas, relates to buildings, structures and real property (other than land) comprised of a new research building. In computing the total construction cost of the Research Facility there shall not be included any of the following:
  - (i) cost for operation of the Research Facility;
  - (ii) any amount for costs of land or for interest charges on capital, used or borrowed, for the acquisition of the Research Facility, it being understood by the Contractor that no payment for any of the costs and charges is to be made under any Government contract;
  - (iii) any costs for construction (including design and oversight) of the Research Facility exceeding \$40,400,000.

The contract agrees that prior to the solicitation for bids for the construction contract, the final plans and specifications for such construction, and any subsequent changes thereto, shall be submitted by the Contractor to the Contracting Officer who will refer them to his duty authorized representative from the Naval Facilities Engineering Command (NAVFAC) or other approving officials as require for review and approval.

The Contracting Officer reserves the right to take such action and issue such instruction to the Contractor in connection with such construction as are deemed necessary to protect the interests of the Government.

6. Additional Terms and Limitations

The Special Use Allowance Agreement shall be incorporated in each applicable contract,

Since the Special Use Allowance is based on the total construction cost, no normal use allowance or other use or depreciation charge for the use of the Research Facility will apply during the special allowance period nor after the University has recovered the total construction cost,

During the period of Special Use Allowance, the research facility shall be available for Government research use on a priority basis, and cannot be put to any significant use other than that which justified the special use allowance, unless the approver of the special use allowance consents.

When more than one Government contract is being performed, the special use allowance will be allocated to all contracts on an equitable basis,

If any substantial use is made of the research facility for parties other than the Government, only an allocable share of the Special Use Allowance shall be charged to the Government,



The Special Use Allowance shall not include any maintenance, utilities, or other operational costs,

The University will not be paid more than \$40,400,000 and will be paid less if the actual construction costs are less,

This agreement will be amended upon completion of the research facility, when all costs are determined, to establish the actual yearly amount of the special use allowance. In any given year this amount may be adjusted downward by bilateral contract modification in accordance with paragraph 4.

Information copies of the Special Use Allowance Agreement shall be furnished to the Commander, Naval Sea Systems Commander and Under Secretary of Defense for Research and Engineering.

IN WITNESS THEREOF, the parties have executed this supplemental agreement as of the date written above.

UNITED STATES OF AMERICA

Department of the Navy

By: MELTON.MARIA.V Digitally signed by  
MELTON.MARIA.V.1230906480  
Date: 2021.03.03 12:25:01 -05'00'  
.1230906480

Title: Director, Undersea & Unmanned  
Systems Contracts Division

THE UNIVERSITY OF TEXAS

By: DocuSigned by:  
Jay Hartzell  
23F15E8E2E12453...  
Jay Hartzell

Title: President

## AGREEMENT FOR SPECIAL USE ALLOWANCE

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### WITNESSETH:

WHEREAS the contractor in furtherance of its educational purposes is performing research and development contracts for the DEPARTMENT OF THE NAVY and other agencies of the Government; and

WHEREAS an additional research facilities building is required in the performance of such contracts, but it is not practical or desirable for the Government to provide the same as Government-owned facilities; and

WHEREAS the contractor is willing to construct such facilities at its own expense provided that a special use allowance is permitted in accordance with the authority stated in DFARS 235.015-70.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Applied Research Laboratories of the University of Texas at Austin, located on the J. J. Pickle Research Campus, will construct a research facility, hereinafter called "the Research Facility". The Government agrees to recognize amounts for a special use allowance for the purpose of amortizing that portion of the construction cost of the Research Facility that is allocable to the performance of said contracts. Such special use allowance shall be in addition to those costs specified as allowable in the Schedule of the clause of the General Provisions thereof entitled "allowable Costs, Fixed Fee, and Payments" or equivalent applicable clause. "Construction costs" are estimated at \$40,400,000 and the Contractor will be paid less if actual construction costs are less.
2. The amounts agreed upon to be recognized for special use charge shall be computed on the basis of charging the aforesaid Government contracts with the portion allocable thereto of one-twentieth (1/20) per annum of the total construction costs of the Research Facility during the Amortization Period. It is recognized that a premise of this agreement is the expectation that Government funding for research and development work will remain at a level such that amounts chargeable for the special use allowance will not be reasonably large in relation to the extent of Government funding, provided however that this recital of expectation shall not be construed as an obligation on the part of the Government to continue contracting with the contractor. If during any consecutive period of six months during the Amortization Period the resulting expenditures from the Contractors level of research and development effort under all Government contracts with the contractor, measured in terms of the contractors direct labor costs including fringe benefits shall total less than \$17.5M, then, if requested by the Contracting Officer, there shall be a negotiated a proportionate reduced special use allowance for application in lieu of the allowance otherwise provided during six consecutive months the expenditures resulting from the Contractors direct labor, including fringe benefits, shall have equaled or exceeded \$17.5M.
3. The amortization Period shall be the period of twenty (20) years from the date on which the Research Facility, following substantial completion thereof, is occupied and used for the performance of research and development work under any Government contract with the Contractor.

4. The amount of the special use allowance applicable to any given period shall be equitably apportioned to all contracts and work utilizing the Research Facility which is performed by the Contractor during the period. Accordingly, if concurrent use is made of the Research Facility for the Government and for parties other than the Government, the portion of the special use allowance which is allocable to such other work shall not be charged to the Government. The special use allowance provided shall not be applicable during periods when there is not in existence any Government contract with the Contractor, nor does it imply any obligation to contract with the University. If the amount of the special use allowance is reduced in accordance with Paragraph 2, or does not apply in any given year because there is no government contract with the University, the amortization amount will be reduced or eliminated for that year and the difference will not be recovered in future fiscal years. In no event will the amortization period extend beyond the term stated in paragraph 3.
5. It is understood and agreed that the special use allowance provided, covering the construction costs of research facilities to be financed by the University of Texas, relates to buildings, structures and real property (other than land) comprised of a new research building. In computing the total construction cost of the Research Facility there shall not be included any of the following:
  - (i) cost for operation of the Research Facility;
  - (ii) any amount for costs of land or for interest charges on capital, used or borrowed, for the acquisition of the Research Facility, it being understood by the Contractor that no payment for any of the costs and charges is to be made under any Government contract;
  - (iii) any costs for construction (including design and oversight) of the Research Facility exceeding \$40,400,000.

The contract agrees that prior to the solicitation for bids for the construction contract, the final plans and specifications for such construction, and any subsequent changes thereto, shall be submitted by the Contractor to the Contracting Officer who will refer them to his duty authorized representative from the Naval Facilities Engineering Command (NAVFAC) or other approving officials as require for review and approval.

The Contracting Officer reserves the right to take such action and issue such instruction to the Contractor in connection with such construction as are deemed necessary to protect the interests of the Government.

6. Additional Terms and Limitations

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During the period of Special Use Allowance, the research facility shall be available for Government research use on a priority basis, and cannot be put to any significant use other than that which justified the special use allowance, unless the approver of the special use allowance consents.

When more than one Government contract is being performed, the special use allowance will be allocated to all contracts on an equitable basis,

If any substantial use is made of the research facility for parties other than the Government, only an allocable share of the Special Use Allowance shall be charged to the Government,

The Special Use Allowance shall not include any maintenance, utilities, or other operational costs,

The University will not be paid more than \$40,400,000 and will be paid less if the actual construction costs are less,

This agreement will be amended upon completion of the research facility, when all costs are determined, to establish the actual yearly amount of the special use allowance. In any given year this amount may be adjusted downward by bilateral contract modification in accordance with paragraph 4.

Information copies of the Special Use Allowance Agreement shall be furnished to the Commander, Naval Sea Systems Commander and Under Secretary of Defense for Research and Engineering.

IN WITNESS THEREOF, the parties have executed this supplemental agreement as of the date written above.

UNITED STATES OF AMERICA

Department of the Navy

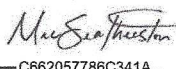
By: MELTON.MARIA.V Digitally signed by  
MELTON.MARIA.V.1230906480  
Date: 2021.03.03 12:25:01 -05'00'

Title: Director, Undersea & Unmanned  
Systems Contracts Division

THE UNIVERSITY OF TEXAS

By: Jay Hartzell DocuSigned by:  
23F15E8E2E12453...  
Jay Hartzell

Title: President

| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                    |                                                                                                          | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                  | PAGE OF PAGES<br><b>1   2</b>                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00005</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br>See Block 16C |                                                                                                          | 4. REQUISITION/PURCHASE REQ. NO.<br>N00024-15-NR-03645                                                                                                           |                                                                                                                                                                |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>              |                                                                                                          | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                    |                                                                                                          | CODE<br><b>N66018</b>                                                                                                                                            |                                                                                                                                                                |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 EURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                    |                                                                                                          | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                |                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                    |                                                                                                          | 9B. DATED (SEE ITEM 11)                                                                                                                                          |                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                    |                                                                                                          | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421                                                                                                            |                                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                    |                                                                                                          | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017                                                                                                                        |                                                                                                                                                                |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                      |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>Mutual agreement of both parties. FAR 43.103(a)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vlausiej22365</b><br>See following pages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                    |                                                                                                          |                                                                                                                                                                  |                                                                                                                                                                |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Mark Featherston</b><br>Associate Director, Office of Sponsored Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                    | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>Kim Trujillo</b><br>Contracting Officer |                                                                                                                                                                  |                                                                                                                                                                |
| DocuSigned by:<br><br>C662057786C341A...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                    | 15C. DATE SIGNED<br>2021-10-29   13:04:56 PDT<br>(Authorized to sign)                                    |                                                                                                                                                                  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer) |
| EXCEPTION TO SF 30<br>APPROVED BY OIRM 11-84                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                    | 16C. DATE SIGNED<br><b>01 NOV 2021</b>                                                                   |                                                                                                                                                                  |                                                                                                                                                                |

30-105-04

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



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.223-7999 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS  
(DEVIATION 2021-O0009) (OCT 2021)

(a) Definition. As used in this clause –

United States or its outlying areas means—

(1) The fifty States;

(2) The District of Columbia;

(3) The commonwealths of Puerto Rico and the Northern Mariana Islands;

(4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

(End of Summary of Changes)



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                   |  | PAGE OF PAGES<br><b>1   2</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00006</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>16-May-2022</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                     |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |  | CODE<br><b>N66018</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>UT AUSTIN, APPLIED RESEARCH LABORATORIES<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                 |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                           |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                      |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                  |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                   |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br><b>FAR 43.103(a)(3) Mutual Agreement of the Parties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vtuckerm227437</b><br><b>PR No. N00024-22-MR-23516</b><br><br>The purpose of this modification is to:<br>1) Update Section J- to incorporate the revised Special Use Allowance Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                   |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>RYAN P. HACKETT / CONTRACTING OFFICER<br>TEL: (202) 781-2398 EMAIL: ryan.hackett1@navy.mil          |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <br>(Signature of Contracting Officer)    |  | 16C. DATE SIGNED<br><b>16-May-2022</b> |  |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

**Section J - List of Documents, Exhibits and Other Attachments**

The following document(s), exhibit(s), and other attachment(s) form a part of this ordering contract:

- Attachment 1 - ARL:UT Task Preparation Instructions dated, 13 June 2017, 7 pages; Task Description (TD) dated, 13 June 2016, 5 pages; and Task Description Revision (TDR) dated, 13 June 2017, 2 pages
- Attachment 2 - Contract Data Requirements List, DD Form 1423 - Exhibit A, CDRL A001 dated, 5 April 2016, 4 pages; CDRL A002 dated, 12 February 2016, 3 pages; CDRL A003 dated, 12 February 2016, 3 pages; CDRL A004 dated, 12 February 2016, 3 pages; and CDRL A005 dated, 20 May 2016, 5 pages
- Attachment 3 - Contract Security Classification Specification, DD Form 254 dated, 20 September 2017, 5 pages
- Attachment 4 - ARL:UT Individual Small Business Subcontracting Plan dated, 6 January 2017, 2 pages; ARL:UT Master Small Business Subcontracting Plan May 2014, 6 pages
- Attachment 5 - Agreement for Special Use Allowance, 12 April 2022, 3 pages

(End of Summary of Changes)

## AGREEMENT FOR SPECIAL USE ALLOWANCE

This agreement entered into as of 18, December 2020, and as amended as of 12 April 2022, by and between the UNITED STATES OF AMERICA (hereinafter called “the Government”) represented by the Commander, Naval Sea Systems Command, Department of the Navy, or his authorized representative executing this agreement, and the UNIVERSITY OF TEXAS AT AUSTIN, a non-profit educational institution of higher learning of the State of Texas (hereinafter sometimes referred to as the “Contractor”) represented by an official authorized to execute this agreement.

### WITNESSETH:

WHEREAS the contractor in furtherance of its educational purposes is performing research and development contracts for the DEPARTMENT OF THE NAVY and other agencies of the Government; and

WHEREAS an additional research facilities building is required in the performance of such contracts, but it is not practical or desirable for the Government to provide the same as Government-owned facilities; and

WHEREAS the contractor is willing to construct such facilities at its own expense provided that a special use allowance is permitted in accordance with the authority stated in DFARS 235.015-70.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Applied Research Laboratories of the University of Texas at Austin, located on the J. J. Pickle Research Campus, will construct a research facility, hereinafter called “the Research Facility”. The Government agrees to recognize amounts for a special use allowance for the purpose of amortizing that portion of the construction cost of the Research Facility that is allocable to the performance of said contracts. Such special use allowance shall be in addition to those costs specified as allowable in the Schedule of the clause of the General Provisions thereof entitled “allowable Costs, Fixed Fee, and Payments” or equivalent applicable clause. “Construction costs” are known to be \$40,080,772.86.
2. The amounts agreed upon to be recognized for special use charge shall be computed on the basis of charging the aforesaid Government contracts with the portion allocable thereto of one-twentieth (1/20) per annum of the total construction costs of the Research Facility during the Amortization Period. It is recognized that a premise of this agreement is the expectation that Government funding for research and development work will remain at a level such that amounts chargeable for the special use allowance will not be reasonably large in relation to the extent of Government funding, provided however that this recital of expectation shall not be construed as an obligation on the part of the Government to continue contracting with the contractor. If during any consecutive period of six months during the Amortization Period the resulting expenditures from the Contractors level of research and development effort under all Government contracts with the contractor, measured in terms of the contractors direct labor costs including fringe benefits shall total less than \$17.5M, then, if requested by the Contracting Officer, there shall be a negotiated a proportionate reduced special use allowance for application in lieu of the allowance otherwise provided during six consecutive months the expenditures resulting from the Contractors direct labor, including fringe benefits, shall have equaled or exceeded \$17.5M.
3. The amortization Period shall be the period of twenty (20) years from the date on which the Research Facility, following substantial completion thereof, is occupied and used for the performance of research and development work under any Government contract with the Contractor.

4. The amount of the special use allowance applicable to any given period shall be equitably apportioned to all contracts and work utilizing the Research Facility which is performed by the Contractor during the period. Accordingly, if concurrent use is made of the Research Facility for the Government and for parties other than the Government, the portion of the special use allowance which is allocable to such other work shall not be charged to the Government. The special use allowance provided shall not be applicable during periods when there is not in existence any Government contract with the Contractor, nor does it imply any obligation to contract with the University. If the amount of the special use allowance is reduced in accordance with Paragraph 2, or does not apply in any given year because there is no government contract with the University, the amortization amount will be reduced or eliminated for that year and the difference will not be recovered in future fiscal years. In no event will the amortization period extend beyond the term stated in paragraph 3.
5. It is understood and agreed that the special use allowance provided, covering the construction costs of research facilities to be financed by the University of Texas at Austin relates to buildings, structures and real property (other than land) comprised of a new research building. In computing the total construction cost of the Research Facility there shall not be include any of the following:
  - (i) cost for operation of the Research Facility;
  - (ii) any amount for costs of land or for interest charges on capital, used or borrowed, for the acquisition of the Research Facility, it being understood by the Contractor that no payment for any of the costs and charges is to be made under any Government contract;
  - (iii) any costs for construction (including design and oversight) of the Research Facility exceeding \$40,080,772.86.

The contract agrees that prior to the solicitation for bids for the construction contract, the final plans and specifications for such construction, and any subsequent changes thereto, shall be submitted by the Contractor to the Contracting Officer who will refer them to his duty authorized representative from the Naval Facilities Engineering Command (NAVFAC) or other approving officials as require for review and approval.

The Contracting Officer reserves the right to take such action and issue such instruction to the Contractor in connection with such construction as are deemed necessary to protect the interests of the Government.

6. Additional Terms and Limitations

The Special Use Allowance Agreement shall be incorporated in each applicable contract,

Since the Special Use Allowance is based on the total construction cost, no normal use allowance or other use or depreciation charge for the use of the Research Facility will apply during the special allowance period nor after the University has recovered the total construction cost,

During the period of Special Use Allowance, the research facility shall be available for Government research use on a priority basis, and cannot be put to any significant use other than that which justified the special use allowance, unless the approver of the special use allowance consents.

When more than one Government contract is being performed, the special use allowance will be allocated to all contracts on an equitable basis,

If any substantial use is made of the research facility for parties other than the Government, only an allocable share of the Special Use Allowance shall be charged to the Government,

The Special Use Allowance shall not include any maintenance, utilities, or other operational costs,

The University will be paid \$40,080,772.86,

In any given year this amount may be adjusted downward by bilateral contract modification in accordance with paragraph 4.

Information copies of the Special Use Allowance Agreement shall be furnished to the Commander, Naval Sea Systems Commander and Under Secretary of Defense for Research and Engineering.

IN WITNESS THEREOF, the parties have executed this supplemental agreement as of the date written above.

UNITED STATES OF AMERICA

Department of the Navy

By: MELTON.MARIA.V.1230906480  
Digitally signed by  
MELTON.MARIA.V.1230906480  
Date: 2022.05.02 12:23:59 -04'00'

Title: \_\_\_\_\_

THE UNIVERSITY OF TEXAS AT AUSTIN

By: DocuSigned by:  
Jay Hartzell  
23F15E8E2E12453...

Title: President \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         | 1. CONTRACT ID CODE<br><b>U</b> |                                                                                                                                                                   | PAGE OF PAGES<br><b>1   2</b> |                                                                                                                       |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00007</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>27-Sep-2022</b> |                                 | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                     |                               | 5. PROJECT NO.(If applicable)                                                                                         |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |                                 | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521 |                               | CODE<br><b>N66018</b>                                                                                                 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>UT AUSTIN, APPLIED RESEARCH LABORATORIES<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                         |                                 | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                 |                               |                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |                                 | 9B. DATED (SEE ITEM 11)                                                                                                                                           |                               |                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |                                 | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                      |                               |                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |                                 | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                  |                               |                                                                                                                       |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| X D. OTHER (Specify type of modification and authority)<br>FAR 43.103(a)(3) By Mutual Agreement of the Parties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpriceca2212742</b><br>The purpose of this modification is to:<br>1) Update Section B - Services or Supplies and Prices to:<br>a) Realign ceiling from Contract Line Item Number (CLIN) 0003 to CLIN 0001.<br>2) Update Section F – Deliveries or Performance, to extend the Period of Performance from 26 September 2022 through 31 January 2023.<br>3) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |                                 |                                                                                                                                                                   |                               |                                                                                                                       |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Michelle Strickland, Assistant Director - OSP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO/CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: Kimberly.trujillo@navy.mil     |                               |                                                                                                                       |
| 15B. CONTRACTOR/OFFEROR<br><i>Michelle Strickland</i><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 15C. DATE SIGNED<br><b>9/27/22</b>      |                                 | 16B. UNITED STATES OF AMERICA<br>BY <b>WHITMAN-TRUJILLO, KIMBERLY A. 1228884193</b><br>(Signature of Contracting Officer)                                         |                               | 16C. DATE SIGNED<br>Digitally signed by WHITMAN-TRUJILLO, KIMBERLY A. 1228884193<br>Date: 2022.09.27 20:23:33 -04'00' |



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$23,661,625.00 from \$708,168,398.00 to \$731,830,023.00.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The estimated/max cost has increased by \$22,428,081.00 from \$671,249,666.00 to \$693,677,747.00.

The pricing detail quantity has increased by 1,300.00 from 38,908.00 to 40,208.00.

The fixed fee has increased by \$1,233,544.00 from \$36,918,732.00 to \$38,152,276.00.

The total cost of this line item has increased by \$23,661,625.00 from \$708,168,398.00 to \$731,830,023.00.

## CLIN 0003

The estimated/max cost has decreased by \$22,428,081.00 from \$362,191,275.00 to \$339,763,194.00.

The pricing detail quantity has decreased by 1,040.00 from 16,800.00 to 15,760.00.

The fixed fee has decreased by \$1,233,544.00 from \$19,920,520.00 to \$18,686,976.00.

The total cost of this line item has decreased by \$23,661,625.00 from \$382,111,795.00 to \$358,450,170.00.

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 27-SEP-2017 TO<br>26-SEP-2022 | N/A      | N/A<br>FOB: Destination |                  |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 27-SEP-2017 TO<br>31-JAN-2023 | N/A      | N/A<br>FOB: Destination |                  |

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          | 1. CONTRACT ID CODE<br><b>U</b> |                                                                                                                                                                       | PAGE OF PAGES<br><b>1   3</b> |                               |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00008</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3. EFFECTIVE DATE<br><b>SEE BLK 16C.</b> |                                 | 4. REQUISITION/PURCHASE REQ. NO.<br>N00024-15-NR-03645                                                                                                                |                               | 5. PROJECT NO.(If applicable) |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | CODE<br><b>N00024</b>                    |                                 | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521     |                               | CODE<br><b>N66018</b>         |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>UT AUSTIN, APPLIED RESEARCH LABORATORIES<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                          |                                 | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                     |                               |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          |                                 | 9B. DATED (SEE ITEM 11)                                                                                                                                               |                               |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          |                                 | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421                                                                                                                 |                               |                               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          |                                 | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017                                                                                                                             |                               |                               |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | FACILITY CODE                            |                                 |                                                                                                                                                                       |                               |                               |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies 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 ACKNOWLEDGMENT 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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| X D. OTHER (Specify type of modification and authority)<br>FAR 52.217-9 Option to Extend the Term of the Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpriceca233231</b><br>The purpose of this modification is to:<br>1) Under Section B - Services or Supplies and Prices:<br>a) Exercise Option Contract Line Item Number (CLIN) 0003.<br>2) Update Section F – Deliveries or Performance:<br>a) To extend the Period of Performance from 31 January 2023 through 30 January 2028.<br>3) Under Section I – Contract Clauses, incorporate DFAR Clause 252.235-7011.<br>4) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                          |                                 |                                                                                                                                                                       |                               |                               |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                          |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>KIMBERLY A TRUJILLO/CONTRACTING OFFICER</b><br>TEL: (202) 781-1316 EMAIL: kimberly.trujillo@navy.mil |                               |                               |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | 15C. DATE SIGNED                         |                                 | 16B. UNITED STATES OF AMERICA<br>BY _____<br>(Signature of Contracting Officer)                                                                                       |                               | 16C. DATE SIGNED              |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$358,450,170.00 from \$731,830,023.00 to \$1,090,280,193.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The option status has changed from Option to Option Exercised.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0003 has been changed from:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 27-SEP-2022 TO<br>26-SEP-2027 | N/A      | N/A<br>FOB: Destination |                  |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 31-JAN-2023 TO<br>30-JAN-2028 | N/A      | N/A<br>FOB: Destination |                  |

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

|              |                                      |          |
|--------------|--------------------------------------|----------|
| 252.235-7011 | Final Scientific or Technical Report | DEC 2019 |
|--------------|--------------------------------------|----------|

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION                            | PAGES | DATE        |
|---------------|----------------------------------------|-------|-------------|
| Attachment 5  | Agreement for Special<br>Use Allowance | 3     | 03-MAR-2021 |

to:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------|-------|------|
|---------------|-------------|-------|------|

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                          | 1. CONTRACT ID CODE<br><b>U</b> |                                                                                                                                                                                                                       | PAGE OF PAGES<br><b>1   2</b> |                                        |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00009</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>SEE BLK 16C.</b> |                                 | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                                                         |                               | 5. PROJECT NO.(If applicable)          |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                    |                                 | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521                                                     |                               | CODE<br><b>N66018</b>                  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>UT AUSTIN, APPLIED RESEARCH LABORATORIES<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                          |                                 | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                                                     |                               |                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 | 9B. DATED (SEE ITEM 11)                                                                                                                                                                                               |                               |                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                                                          |                               |                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                                                      |                               |                                        |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                            |                                 |                                                                                                                                                                                                                       |                               |                                        |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| X D. OTHER (Specify type of modification and authority)<br>FAR 43.103(a)(3) By Mutual Agreement of the Parties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpriceca2310259</b><br>The purpose of this modification is to:<br>1) Update Section I – Contract Clauses, to incorporate FAR 52.204-27 Prohibition on a ByteDance Covered Application.<br>2) Update Section J – List of Documents, Exhibits and Other Attachments, to incorporate Attachment 5 – DD254 Rev 1 dated 07 May 2023.<br>3) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |                                 |                                                                                                                                                                                                                       |                               |                                        |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>MICHELLE STRICKLAND</b><br>ASSOCIATE DIRECTOR OF CONTRACTING - OSP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                          |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>KIMBERLY A TRUJILLO/CONTRACTING OFFICER</b><br>TEL: (202) 781-1316 EMAIL: <a href="mailto:kimberly.trujillo@navy.mil">kimberly.trujillo@navy.mil</a> |                               |                                        |
| 15B. CONTRACTOR/OFFEROR<br><i>Michelle Strickland</i><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | 15C. DATE SIGNED<br><b>8/15/23</b>       |                                 | 16B. UNITED STATES OF AMERICA<br>WHITMAN-<br>BY <b>TRUJILLO.KIMBERLY.A.1228884193</b><br>(Signature of Contracting Officer)                                                                                           |                               | 16C. DATE SIGNED<br><b>21 AUG 2023</b> |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

|           |                                                |          |
|-----------|------------------------------------------------|----------|
| 52.204-27 | Prohibition on a ByteDance Covered Application | JUN 2023 |
|-----------|------------------------------------------------|----------|

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------|-------|------|
|---------------|-------------|-------|------|

to:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION      | PAGES | DATE        |
|---------------|------------------|-------|-------------|
| Attachment 5  | Base DD254 Rev 1 | 7     | 07-MAY-2023 |

The following have been added by full text:

TABLE OF CONTENTS

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION      | PAGES | DATE        |
|---------------|------------------|-------|-------------|
| Attachment 5  | Base DD254 Rev 1 | 7     | 07-MAY-2023 |

The following have been deleted:

(End of Summary of Changes)



**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the National Industrial Security Program (NISP) apply to all security aspects of this effort involving classified information.)

OMB No. 0704-0567  
OMB approval expires:  
June 30, 2025

The public reporting burden for this collection of information, 0704-0567, is estimated to average 70 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**RETURN COMPLETED FORM AS DIRECTED IN THE INSTRUCTIONS.****1. CLEARANCE AND SAFEGUARDING****a. LEVEL OF FACILITY SECURITY CLEARANCE (FCL) REQUIRED**  
(See Instructions)

Top Secret

**b. LEVEL OF SAFEGUARDING FOR CLASSIFIED INFORMATION/  
MATERIAL REQUIRED AT CONTRACTOR FACILITY**

Top Secret

**2. THIS SPECIFICATION IS FOR: (X and complete as applicable.)**

- ☒ **a. PRIME CONTRACT NUMBER** (See instructions.)  
N00024-17-D-6421
- ☐ **b. SUBCONTRACT NUMBER**
- ☐ **c. SOLICITATION OR OTHER NUMBER** DUE DATE (YYYYMMDD)

**3. THIS SPECIFICATION IS: (X and complete as applicable.)**

- ☐ **a. ORIGINAL** (Complete date in all cases.) DATE (YYYYMMDD)  
20170920
- ☒ **b. REVISED** (Supersedes all previous specifications.)  
**REVISION NO.** 1 DATE (YYYYMMDD)  
20230507
- ☐ **c. FINAL** (Complete Item 5 in all cases.) DATE (YYYYMMDD)

**4. IS THIS A FOLLOW-ON CONTRACT?** ☐ No ☒ Yes If yes, complete the following:

Classified material received or generated under N00024-07-D-6200 (Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?** ☒ No ☐ Yes If yes, complete the following:

In response to the contractor's request dated , retention of the classified material is authorized for the period of:

**6. CONTRACTOR** (Include Commercial and Government Entity (CAGE) Code)**a. NAME, ADDRESS, AND ZIP CODE**University of Texas at Austin,  
Applied Research Laboratories  
P.O. Box 8029, Austin TX 78713-8029

Physical Address: 10000 Burnet Road, Austin TX 78758

**b. CAGE CODE**

55354

**c. COGNIZANT SECURITY OFFICE(S) (CSO)**(Name, Address, ZIP Code, Telephone required; Email Address optional)  
Defense Counterintelligence & Security Agency (DCSA)  
San Antonio Field Office- IOFSS  
1777 NE Loop 410, Suite 801  
San Antonio, TX 78217  
210-810-4495**7. SUBCONTRACTOR(S)** (Click button if you choose to add or list the subcontractors  
– but will still require a separate DD Form 254 issued by a prime contractor to each subcontractor)**a. NAME, ADDRESS, AND ZIP CODE****b. CAGE CODE****c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

**8. ACTUAL PERFORMANCE** (Click button to add more locations.)**a. LOCATION(S)** (For actual performance, see instructions.)

Same as 6a

**b. CAGE CODE**(If applicable,  
see Instructions.)**c. COGNIZANT SECURITY OFFICE(S) (CSO)**

(Name, Address, ZIP Code, Telephone required; Email Address optional)

**9. GENERAL UNCLASSIFIED DESCRIPTION OF THIS PROCUREMENT**

Research, Development, Test, and Engineering to provide mission oriented solutions to Naval Warfare and DoD problems in acoustics, electromagnetic, and other DDR&amp;E Approved UARC Core Competency areas.

**10. CONTRACTOR WILL REQUIRE ACCESS TO:** (X all that apply. Provide details in Blocks 13 or 14 as set forth in the instructions.)☒ a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION☒ b. RESTRICTED DATA☒ c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION (CNWDI)  
(If CNWDI applies, RESTRICTED DATA must also be marked.)☒ d. FORMERLY RESTRICTED DATA☒ e. NATIONAL INTELLIGENCE INFORMATION:☒ (1) Sensitive Compartmented Information (SCI)☒ (2) Non-SCI☐ f. SPECIAL ACCESS PROGRAM (SAP) INFORMATION☒ g. NORTH ATLANTIC TREATY ORGANIZATION (NATO) INFORMATION☒ h. FOREIGN GOVERNMENT INFORMATION☒ i. ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCM) INFORMATION☒ j. CONTROLLED UNCLASSIFIED INFORMATION (CUI)  
(See instructions.)☒ k. OTHER (Specify) (See instructions.)

SIPRNet, JWICS, ACCM, C2OIX, NNPI

**11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:** (X all that apply. See instructions. Provide details in Blocks 13 or 14 as set forth in the instructions.)☐ a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY  
(Applicable only if there is no access or storage required at contractor facility. See instructions.)☐ b. RECEIVE AND STORE CLASSIFIED DOCUMENTS ONLY☒ c. RECEIVE, STORE, AND GENERATE CLASSIFIED INFORMATION OR MATERIAL☒ d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE☐ e. PERFORM SERVICES ONLY☒ f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES☒ g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER☒ h. REQUIRE A COMSEC ACCOUNT☒ i. HAVE A TEMPEST REQUIREMENT☒ j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS☒ k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE☒ l. RECEIVE, STORE, OR GENERATE CONTROLLED UNCLASSIFIED INFORMATION (CUI).  
(DoD Components: refer to DoDI 5200.48, only for specific CUI protection requirements. Non-DoD Components: see instructions.)☒ m. OTHER (Specify) (See instructions.)**12. PUBLIC RELEASE**

Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual (NISPOM) or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for review and approval prior to release to the appropriate government approval authority identified here with at least office and phone contact information and if available, an e-mail address. (See instructions)

☒ DIRECT☐ THROUGH (Specify below)**Public Release Authority:**Commander, Naval Sea Systems Command (SEA 00G)  
No Public Release of SCI Authorized**13. SECURITY GUIDANCE**

The security classification guidance for classified information needed for this effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended.

(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. The field will expand as text is added. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. Also allows for up to 6 internal reviewers to digitally sign. See instructions for additional guidance or use of the fillable PDF.)

Estimated Completion Date (ECD): 20270927

-The following Security Classification Guide(s) or subsequent revisions apply to this contract.

-Specific security classification guidance and security requirements for Task Assignments or Programs placed under this contract will be issued on separate DD Form 254s at the time tasks are awarded through delivery orders. Subsequent revisions shall be provided as Government Furnished Information (GFI) and shall be executed by the Contractor at no additional cost to the government.

Item: 2a. Contract # N00024-17-D-6421 REV1

Item: 4. Classified material received or generated under N00024-07-D-6200 is transferred to this follow-on contract.

Item: 10(a). COMSEC information/material will be processed IAW National Industrial Security Program (NISPOM) 32 Code of Federal

Regulations (CFR) Part 117.21, and OPNAVINST 2221.5D dtd 8/15/16, and any additional security guidelines. Contractor personnel requiring COMSEC access must be U.S. Citizens and possess a final clearance at the appropriate level. All contractors shall be briefed before access to COMSEC is granted. Written concurrence of the NAVSEA Program Manager is required prior to subcontracting.

Item: 10(b) & (k) 1. (U) Security Controls on the Dissemination of NNPI Received or Generated Under NAVSEA Contracts 12/1/2011.

Item: 10(b) & (k) 2. (U) OPNAVINST, N9210.3 Safeguarding of Naval Nuclear Propulsion Information (NNPI) 6/7/2010.

Item: 10(b) 3. (C-RD) CG-RN-1, REV.3, CHANGES 1-23, DOE-DOD SCG for the NNPI which includes Interpretive Guidance Bulletins 1-19.

Item: 10(b) 4. Access to NNPI RD for this contract requires a final U.S. Government National Security Clearance at the appropriate level and an NNPI RD security briefing from the Facility Security Officer (FSO).

Item: 10(b) & (k) 5. Processing of NNPI on non-federal IT systems requires NAVSEA 08 authorization per OPNAVINST N9210.3, using the procedures identified in NAVSEA ltr 08B/19-03823, dated 2 August 2019.

Item: 10(b) & (k) 6. The contractor must maintain a current Certification of eligibility from the Defense Logistics Agency, Joint Certification Office for access to export-controlled Controlled Unclassified Information (CUI), which includes U-NNPI. DD Form 2345, Militarily Critical Technical Data Agreement, applies.

Item: 10(b) & (k) 7. The contractor must provide a copy of subcontractor DD254s issued under this contract, where RD/NNPI is shared to NAVSEA 08 Security, via the NAVSEA 00P3 Industrial Security Mailbox: usn.ncr.comnavseasyscomdc.mbx.SEA00P-Industrial-Security@us.navy.mil.

#### CNWDI:

Item: 10(b) RD, (c) CNWDI, (d) FRD. Contractor will receive and come into contact with Restricted Data (RD), Critical Nuclear Weapons Design Information (CNWDI) and Formerly Restricted Data (FRD) on classified capabilities, operational and technical performance specifications, parameters and test data. RD/CNWDI/FRD information will be handled and controlled in accordance with the requirements of the NISPOM 32 CFR Part 117. Contractor is permitted access to RD/CNWDI/FRD in performance of the contract.

Item: 10(b), (c), (d) Continued: RD/CNWDI/FRD access requires a final U.S. Government clearance at the appropriate security level prior to access to RD/CNWDI/FRD. The highest level of classification is SECRET, with access requirements to program related information. Program related accesses, however, will require Contractor employees to have a current T5. FRD access is handled in the same manner as NSI. Prior to accessing CNWDI, contractor employee must be briefed by the FSO, and the briefing must be annotated in the Defense Information Security System (DISS). The FSO will initially be briefed by a Government representative.

Item: 10(c) Continued: Prime contractor must receive approval from the GCA prior to granting CNWDI access to a sub-contractor. The request must be submitted in writing to the individual identified in Item 17(a) of this DD 254. Access to CNWDI for this contract requires a final U.S. Government National Security Clearance at least at the Secret level and must have a CNWDI security briefing.

Item: 10e(1). Intelligence Information, TS/SCI: SCI requirements are hereby authorized. Questions regarding Item 10e (1) and requests for retention or release of intelligence shall be through NAVSEA 00G.

Item: 10.e(2): Non-SCI. Contractor will require access to intelligence information and must comply with directions provided by the Contracting Officer's Representative (COR). The Program Manager has determined that disclosure does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. The contractor shall submit non-SCI intel requests through the COR who shall coordinate with the Program Sponsor Office and the NAVSEA STILO (SEA 00G).

Item: 10.e(2): SECNAV S4200.35A "Sensitive Activity and Intelligence-Related Contracting (SAIRC) Within the Department of the Navy of 2 Oct 19.

Item: 10(g) NATO. Access up to NATO SECRET is authorized for this contract. Protection of NATO information shall be in accordance with USAAN 01-07 and its applicable enclosures. Access to NATO requires a final U.S. Government National Security Clearance and must have a NATO security briefing from the Facility Security Officer (FSO). The prime contractor must receive approval from the individual identified in Item 17(a) of this DD 254 to impose NATO requirements or grant NATO access to a sub-contractor. Requests shall be submitted in writing.

Item: 10(h). The Contractor will require access to foreign government information in performance of this task and shall protect such



information per the guidance provided by the Task Sponsor.

Item: 10(h). Foreign Government Information (FGI).

-Access to FGI does not include NATO information.

-Access to FGI will be provided by the Task Sponsor. The Contractor shall protect such information pursuant to the guidance received from the Task Sponsor and authority granted by the originating government.

-Prior approval of the Task Sponsor is required prior to subcontracting. Requests for approval must be submitted in writing via the certifying official of this DD Form 254.

-Access to FGI requires a final U.S. Government personnel security clearance at the appropriate level.

Item: 10(i). ACCM: This contract requires access to information subject to Alternative Compensatory Control Measures (ACCM) as identified in Item 10(i). ACCM Security Plan for VA and SW Class Submarines of 6/7/2021, the SCG ID# 05-176.1 SW and VA Class Stealth Performance Data Security Classification Guide (Secret), as well as, NAVSEA Instruction S5510.18 Security Policy for Stealth Performance Data with Alternative Compensatory Control Measures (ACCM) applies.

Item: 10(i). ACCM: Approvals shall be authorized by SUB073 (SSIPO) and/or PMS 450.

Item: 10(i). Access to information controlled by ACCM shall be approved on a case-by-case basis. Individual requests shall be submitted by a Safeguard Administrator including identification of a Program Sponsor. The ACCM safeguard administrator shall train, document any and all access that is requested for one-day access. Information submitted should include an unclassified version of events of who was provided access as well as where, when and how the access was provided. Associated guidance will be provided by the program sponsor and shall be based on strict need-to-know. ACCM documents and materials shall be marked as specified in S5510.18 and DoDM 5200.01, Volume 2, Enclosure 4.

Item: 10(j). All Controlled Unclassified Information (CUI) associated with this contract must be protected per the guidance provided for Item 11(l) of this DD Form 254.

Item: 10(g) NATO & 10(k) SIPRNet. Personnel assigned to this contract who require access to SIPRNet and/or SIPRNet Backbone equipment must receive a NATO security briefing, initial OPSEC awareness training and derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure all personnel receive an initial and annual NATO security briefing, OPSEC refresher training and derivative classification training during the life of this contract. Evidence of completion (training certificates or equivalent) shall be provided to the Information System Security Manager (ISSM) no later than the individual's due date.

Item: 11(c). The contractor requires access to classified source data up to and including the level of Top Secret. Classified material generated in support of this contract shall be classified in per its source material or SCG. Automated Information Systems (AIS) must be certified and accredited by the Cognizant Security Agency (CSA) prior to processing classified information associated with this contract.

Item: 11(d). All classified data and hardware will be protected IAW NISPOM, 32 CFR Part 117

Item: 11(d). Continued: Classified hardware can be mailed to the following address:

Classified Hardware Mailing: University of Texas at Austin, Applied Research Laboratories  
10000 Burnet Road, Austin TX 78758

Classified Overnight Address: University of Texas at Austin, Applied Research Laboratories  
10000 Burnet Road, Austin TX 78758

Mailing classified material must follow the DoDM 5200.01 Volume 3, Enclosure 4.

Item: 11(d). Continued: Top Secret information shall be stored in a GSA-approved security container or vault built to FED-STD 832 specifications, without supplementary controls. DoDM 5200.01-V3 Enclosure 3, 3. Storage of classified information by level of classification p.36.

Item: 11(f). Security officers onboard the designated ships and installations will maintain control of the classified information and conduct security inspections if required.

Item: 11(g). DD Form 1540 "Registration for Scientific and Technical Information Services" must be completed for registration with DTIC. The contractor may also submit DD Form 2345 "Militarily Critical Technical Data Agreement" (after registration with DTIC) to the Defense Technical Information Center for access to unclassified, militarily critical technical data from other DoD sources.

Item: 11(h). Contractor will contact NSA for account procedures. All equipment will be furnished and maintained by the contractor per the requirements of NSA 3-16 and guidance provided by the Contracting Officer or Contracting Officer Representative.

Item: 11(i). TEMPEST requirements are additional to the requirements of the NISPOM, 32 CFR Part 117. Thus, Prime Contractors may not impose TEMPEST requirements on their subcontractors without GCA approval. TEMPEST Information is not releasable to contractor employees who have not received a FINAL Clearance at the appropriate security level. The attached Contractor 'TEMPEST' Requirements Questionnaire shall be completed if any electrical processing of classified information is required by the contractor in contract performance and the criteria of paragraph 3 of enclosure (2) to OPNAVINST C5510.93F apply.

Item: 11(j). The Contractor shall utilize the NAVSEA Critical Information and Indicators List, Ser 00P-254/257 of June 30, 2021 to help identify and protect critical information associated with this contract.

Item: 11(j). Continued: During the period of this contract, the Contractor may be exposed to, use, or produce, NAVSEA Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NAVSEA's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

Item: 11(j). Continued: Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

Item: 11(j). Continued: NAVSEA's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to NAVSEA Public Release Authority listed in Item 12 of this DD Form 254.

Item: 11(j). Continued: Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive and Company Proprietary information related to this contract or other programs must be immediately reported to the Facility Security Officer, DCSA and/or the Naval Criminal Investigative Service, and SEA 00P6. Questions concerning these requirements shall be directed to SEA 00P6.

Item: 11(j). Continued: Performance under this contract requires the contractor to adhere to OPSEC requirements. OPSEC requirements are additional to the requirements of the NISPOM, 32 CFR Part 117, therefore, the Contractor shall impose OPSEC requirements on its subcontractors.

Item: 11(k). Only certain classified information qualifies for shipment by Defense Courier Service (DCS). Prior approval by SEA 00P3 is required before the contractor can authorize its subcontractor to use the services of DCS.

Item: 11(l). Legacy information from existing documents (e.g. Technical Manuals) marked For Official Use Only or FOUO, that is used to create a new document/correspondence, shall follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document, and applying the designation indicator block to the cover or first page of all unclassified documents and Information Systems (IS) displaying or containing CUI. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171 Revision 2, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy all CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

Item: 11(l). U-NNPI CUI must be protected in accordance with OPNAVINST N9210.3 and may not be stored or processed on Non-federal AIS without written authorization of NAVSEA 08, Naval Reactors.

Classified or unclassified technical papers to be presented at a classified symposium must be approved by the NAVSEA HQ Contracting Officer's Representative (COR) in concert with SEA 00P6 and Contract Task Specific Sponsor prior to the presentation.

The Contractor must submit a request for sharing of classified and other sensitive information between prime contracts in writing to: usn.ncr.comnavseasyscomdc.mbx.SEA00P-Industrial-Security@us.navy.mil Each request must reference contract number N00024-17-D-6421 REV1 to identify the specific information for which approval is being sought, a justification for needing to share the information, the name of other contractor and its contract number under which the requested information will be shared.

Personnel designated as derivative classifiers shall receive derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure personnel receive initial and annual refresher training during the life of this contract. Evidence of completion, training certificates or equivalent, shall be provided to the Information System Security Manager (ISSM) no later than the individual's due date.

All classified documents must be destroyed using a National Security Agency (NSA) approved high security crosscut shredder listed on the NSA/CSS evaluated products list (EPL) for high security crosscut paper shredders, or other approved method for destroying classified information.

Copies of preliminary inquiry or investigative reports of security incidents involving classified information shall be scanned and forwarded to the Industrial Security mailbox: usn.ncr.comnavseasyscomdc.mbx.SEA00P-Industrial-Security@us.navy.mil

The contractor must scan and forward the subcontractor's DD 254s issued under this contract to:  
usn.ncr.comnavseasyscomdc.mbx.SEA00P-Industrial-Security@us.navy.mil

SEA 00P3 POC: Kenneth Eskew at 202.781.2242

List of Attachments (All Files Must be attached Prior to Signing, i.e., for any digital signature on the form)

|                                                                                                                                                                 | NAME & TITLE OF REVIEWING OFFICIAL                            | SIGNATURE                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| Communications Security requirements are per items 10a and 11h.                                                                                                 | Michael T. Piechura (00P5)<br>COMSEC Program Manager          | MOORE.KERRY.<br>DUAN.1043374814<br>Digitally signed by MOORE.KERRY.DUAN.1043374814<br>Date: 2023.03.10 09:22:46 -05'00'             |
| Operation Security (OPSEC) requirements for this contract is reflected in item 13 of the DD Form 254 under item: 11(j).                                         | David Fujioka (00P6)<br>OPSEC Program Manager                 | FUJIOKA.DAVID.<br>KENJI.1172229308<br>Digitally signed by FUJIOKA.DAVID.KENJI.1172229308<br>Date: 2023.03.13 12:53:49 -04'00'       |
| Item: 10(i). Access to ACCM is approved for this contract.                                                                                                      | Jennifer DuBois, PEO SUBS<br>ACCM Program Manager (073 & 450) | DUBOIS.JENNIFER.<br>ISIDRO.1183649996<br>Digitally signed by DUBOIS.JENNIFER.ISIDRO.1183649996<br>Date: 2023.03.10 11:46:10 -05'00' |
| Items 10(b)(k): Access to NNPI (UNNPI, NNPI NSI and NNPI RD) is authorized for this contract. Processing of NNPI on IT systems requires authorization of SEA08. | Bonnie Hilton (08)<br>Program Manager, Security Oversight     | HILTON.BONNIE.<br>RENA.1265731747<br>Digitally signed by HILTON.BONNIE.RENA.1265731747<br>Date: 2023.03.13 16:08:43 -04'00'         |
| Item: 10e(1)(2). Intelligence Information, SCI: SCI & Non-SCI requirements are hereby authorized by NAVSEA 00G.                                                 | Mario Gibson (00G)<br>ASSO NAVSEA HQ                          | GIBSON.MARIO.LE<br>VON.1247841128<br>Digitally signed by GIBSON.MARIO.LEVON.1247841128<br>Date: 2023.03.26 21:12:26 -04'00'         |
| Item 10(c)(d): Access to CNWDI is approved for this contract.                                                                                                   | SP28 Signature Authority                                      | MARPLE.WILLIAM.<br>JOEL.1260412074<br>Digitally signed by MARPLE.WILLIAM.JOEL.1260412074<br>Date: 2023.05.05 17:37:35 -04'00'       |

#### 14. ADDITIONAL SECURITY REQUIREMENTS

Requirements, in addition to NISPOM requirements for classified information, are established for this contract.

☐ No ☒ Yes

If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the CSO. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted.  
(See instructions for additional guidance or use of the fillable PDF.)

Item: 10(b) RD & 10(k) NNPI: Access to NNPI is required for this contract; (U) OPNAVINST, N9210.3 Safeguarding of Naval Nuclear Propulsion Information (NNPI) 6/7/2010 applies.

Item: 10(i). "NAVSEA INSTRUCTION S5510.18 SECURITY POLICY FOR STEALTH PERFORMANCE DATA WITH ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCMs) applies."

Item 10(j). ACCM: This contract requires access to information subject to Alternative Compensatory Control Measures (ACCMs) as identified in Item 10(i), ACCM. NAVSEA INSTRUCTION S5510.18 "SECURITY POLICY FOR STEALTH PERFORMANCE DATA WITH ALTERNATIVE COMPENSATORY CONTROL MEASURES (ACCMs)" applies.

OPSEC requirements are imposed on this task. Refer to Item: 13 of this DD Form 254 for applicable guidance. These OPSEC requirements



shall be imposed on subcontractors and shall not be imposed at an additional cost to the government.

**15. INSPECTIONS**

Elements of this contract are outside the inspection responsibility of the CSO.

☐ No ☒ Yes

If Yes, explain and identify specific areas and government activity responsible for inspections. The field will expand as text is added or you can also use item 13. When removing any expanded text area, use delete key or backspace key, then click out of the text field for it to shrink after the text has been deleted. (See instructions for additional guidance or use of the fillable PDF.)

Item: 10(b) RD &/or 10(k) NNPI: NAVSEA 08 maintains authority to inspect for protection of NNPI (Unclassified, NSI and RD)

Item: 10e(1). SCI: This task requires access to TS/SCI by contractor personnel. NAVSEA 00G (NAVSEA STILO/SSO) has exclusive security responsibility for all SCI classified material released to the contractor. DCSA is relieved from security/inspection responsibilities for all SCI material, but retains responsibility for all other classified material. The CSA for SCI material is SSO Navy.

Item: 10(i). DCSA personnel shall be provided access to ACCM material required to perform their duties in support of a documented audit of contractor facilities. DCSA personnel will not be looking at the data other than to verify proper storage and handling.

Item: 11(f). DCSA is relieved from security/inspection responsibilities for all classified material. The CSO for those locations as identified by the program manager and approved by the COR has oversight for all classified material.

**16. GOVERNMENT CONTRACTING ACTIVITY (GCA) AND POINT OF CONTACT (POC)**

|                                                                                              |                                                                                                          |                                                                            |
|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>a. GCA NAME</b><br>Naval Sea Systems Command (SEA 00U)                                    | <b>c. ADDRESS (Include ZIP Code)</b><br>1333 Isaac Hull Ave, Stop 9917<br>Washington Navy Yard, DC 20376 | <b>d. POC NAME</b><br>Byron Rose                                           |
| <b>b. ACTIVITY ADDRESS CODE (AAC) OF THE CONTRACTING OFFICE (See Instructions)</b><br>N00024 |                                                                                                          | <b>e. POC TELEPHONE (Include Area Code)</b><br>+1 (202) 781-1539           |
|                                                                                              |                                                                                                          | <b>f. EMAIL ADDRESS (See Instructions)</b><br>byron.s.rose.civ@us.navy.mil |

**17. CERTIFICATION AND SIGNATURES**

Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below. Upon digitally signing Item 17h, no changes can be made as the form will be locked.

|                                                                                                                                            |                                                                               |                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>a. TYPED NAME OF CERTIFYING OFFICIAL (Last, First, Middle Initial) (See Instructions)</b><br>Eskew, Kenneth C.                          | <b>d. AAC OF THE CONTRACTING OFFICE (See Instructions)</b><br>N00024          | <b>h. SIGNATURE</b><br>ESKEW.KE<br>NNETH.CH<br>ARLES.114<br>5549554<br>Digitally signed by<br>ESKEW.KENNET<br>H.CHARLES.114<br>5549554<br>Date: 2023.05.08<br>07:39:05 -04'00' |
| <b>b. TITLE</b><br>Security Contracting Official                                                                                           | <b>e. CAGE CODE OF THE PRIME CONTRACTOR (See Instructions.)</b>               |                                                                                                                                                                                |
| <b>c. ADDRESS (Include ZIP Code)</b><br>Naval Sea Systems Command<br>1333 Isaac Hull Avenue SE Stop 9917<br>Washington Navy Yard, DC 20376 | <b>f. TELEPHONE (Include Area Code)</b><br>+1 (202) 781-2242                  | <b>i. DATE SIGNED (See Instructions)</b><br>20230507                                                                                                                           |
|                                                                                                                                            | <b>g. EMAIL ADDRESS (See Instructions)</b><br>kenneth.c.eskew.civ@us.navy.mil |                                                                                                                                                                                |

**18. REQUIRED DISTRIBUTION BY THE CERTIFYING OFFICIAL**

☒ a. CONTRACTOR

☐ b. SUBCONTRACTOR

☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

☐ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

☒ e. ADMINISTRATIVE CONTRACTING OFFICER

☐ f. OTHER AS NECESSARY (If more room is needed, continue in Item 13 or on additional page if necessary.)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                  |  | PAGE OF PAGES<br><b>1   2</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00010</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>01-Jul-2024</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                    |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521                |  | CODE<br><b>N66018</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                          |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                     |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                 |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                                  |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)<br>Modification Control Number: <b>vpriceca2410362</b><br>The purpose of this modification is to change the DFAS Payment Center.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>_____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u><i>Kim Trujillo</i></u><br>(Signature of Contracting Officer)                                                                             |  | 16C. DATE SIGNED<br><b>01-Jul-2024</b> |  |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from  
DFAS-CO/WEST ENTITLEMENT OPNS  
P.O. BOX 182381  
DFAS-CO-JW  
COLUMBUS OH 43218-2381  
to  
DFAS - COLUMBUS CENTER  
SOUTH ENTITLEMENT OPERATIONS  
P.O. BOX 182317  
COLUMBUS OH 43218-2317

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION      | PAGES | DATE        |
|---------------|------------------|-------|-------------|
| Attachment 5  | Base DD254 Rev 1 | 7     | 07-MAY-2023 |

to:

Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION | PAGES | DATE |
|---------------|-------------|-------|------|
|---------------|-------------|-------|------|

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                  |  | PAGE OF PAGES<br><b>1   4</b>   |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00011</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>21-Nov-2024</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br>N00024-15-NR-03645                                                                                                                           |  | 5. PROJECT NO.(If applicable)   |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521                |  | CODE<br><b>N66018</b>           |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>UT AUSTIN, APPLIED RESEARCH LABORATORIES<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                          |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br>N00024-17-D-6421                                                                                                                            |  |                                 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br>27-Sep-2017                                                                                                                                        |  |                                 |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                                  |  |                                 |  |
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| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
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| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| X D. OTHER (Specify type of modification and authority)<br>FAR 52.243-2 Changes-Cost Reimbursement, ALT V                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: vpriceca241990<br>The purpose of this modification is to:<br>1) Update Section B - Services or Supplies and Prices to:<br>a) Realign the contract ceiling between Contract Line Item Numbers (CLIN) 0001 and Option CLIN 0003;<br>c) Decrease CLIN 0001 ceiling by \$59,099,666 from \$731,830,023 to \$672,730,357;<br>d) Increase CLIN 0003 ceiling by \$59,099,666 from \$358,450,170 to \$417,549,836;<br>e) Decrease CLIN 0001 Staff Hour ceiling by 3,247 from 40,208 to 36,961; and<br>f) Increase CLIN 0003 Staff Hour ceiling by 2,598, from 15,760 to 18,358.<br>2) Update Section G – Contract Administration Data to:<br>a) Update Points of Contact for SEA 0264, DCMA and SEA 00U.<br>3) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                        |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                 |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                 |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <i>Kim Trujillo</i><br>(Signature of Contracting Officer)                                                                                    |  | 16C. DATE SIGNED<br>21-Nov-2024 |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0001

The estimated/max cost has decreased by \$56,018,641.00 from \$693,677,747.00 to \$637,659,106.00.

The pricing detail quantity has decreased by 3,247.00 from 40,208.00 to 36,961.00.

The fixed fee has decreased by \$3,081,025.00 from \$38,152,276.00 to \$35,071,251.00.

The total cost of this line item has decreased by \$59,099,666.00 from \$731,830,023.00 to \$672,730,357.00.

## CLIN 0003

The estimated/max cost has increased by \$56,018,641.00 from \$339,763,194.00 to \$395,781,835.00.

The pricing detail quantity has increased by 2,598.00 from 15,760.00 to 18,358.00.

The fixed fee has increased by \$3,081,025.00 from \$18,686,976.00 to \$21,768,001.00.

The total cost of this line item has increased by \$59,099,666.00 from \$358,450,170.00 to \$417,549,836.00.

## SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: BYRON S. ROSE  
NAVAL SEA SYSTEMS COMMAND SEA 00U  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-1539  
Fax No. 202-781-4604  
Email Address: [byron.s.rose.civ@us.navy.mil](mailto:byron.s.rose.civ@us.navy.mil)

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: RICHARD W. CHANDLER  
NAVAL SEA SYSTEMS COMMAND SEA 00U1  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-0760  
Fax No. 202-781-4604  
Email Address: [richard.w.chandler6.civ@us.navy.mil](mailto:richard.w.chandler6.civ@us.navy.mil)

CONTRACT ADMINISTRATION  
OFFICE:

RACHEL A. GMYR  
ADMINISTRATIVE CONTRACTING OFFICER  
OFFICE OF NAVAL RESEARCH - SAN DIEGO  
140 SYLVESTER ROAD, BLDG 140, RM 218  
SAN DIEGO CA 92106  
Telephone No. 619-253-6753  
Fax No. 619-221-5602  
Email Address: [rachel.a.gmyr.civ@us.navy.mil](mailto:rachel.a.gmyr.civ@us.navy.mil)

NAVSEA PATENT COUNSEL  
REPRESENTATIVE:

COMMANDER  
ATTN: BARBARA M. CORKERY, ASSOCIATE COUNSEL  
NAVAL SEA SYSTEMS COMMAND  
OFFICE OF COUNSEL, SEA 00L  
1333 ISAAC HULL AVENUE SE STOP - 1150  
WASHINGTON NAVY YARD DC 20376-1150  
Telephone No. 202-781-3520  
Fax No. 202-781-4628  
Email Address: [barbara.m.corkery.civ@us.navy.mil](mailto:barbara.m.corkery.civ@us.navy.mil)

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: KIMBERLY A. WHITMAN-TRUJILLO  
NAVAL SEA SYSTEMS COMMAND SEA 02643  
1333 ISAAC HULL AVENUE SE STOP - 2040  
WASHINGTON NAVY YARD DC 20376-2040  
Telephone No. 202-781-3161  
Fax No. 202-781-4785  
Email Address: [kimberly.a.whitman-trujillo.civ@us.navy.mil](mailto:kimberly.a.whitman-trujillo.civ@us.navy.mil)

The following payment instructions apply to this contract, however only one clause is used per Delivery Order:

**DFARS 252.204-0002 (SEP 2009)** Line Item Specific: **SEQUENTIAL ACRN Order** (Applicable to funding types other than RDT&E and FMS)

**DFARS 252.204-0004 (SEP 2009)** Line Item Specific: **by FISCAL YEAR** (Applicable to RDT&E funded Orders)



**DFARS 252.204-0005 (SEP 2009)** Line Item Specific: **CANCELLATION DATE** (Applicable to funding types other than FMS)

**DFARS 252.204-0006 (SEP 2009)** Line Item Specific: **PRORATION** (Applicable to FMS funded Orders)

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                  |  | PAGE OF PAGES<br><b>1   9</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00012</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>13-May-2025</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                    |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - SAN DIEGO REG<br>140 SYLVESTER ROAD,<br>BUILDING 140, ROOM 218<br>SAN DIEGO CA 92106-3521                |  | CODE<br><b>N66018</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                          |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                     |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                 |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                                  |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>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).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| D. OTHER (Specify type of modification and authority)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)<br>Modification Control Number: <b>vpriceca257944</b><br><b>Please See Next Page.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>_____<br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u><i>Kim Trujillo</i></u><br>(Signature of Contracting Officer)                                                                             |  | 16C. DATE SIGNED<br><b>13-May-2025</b> |  |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

|                |                                                                                     |          |
|----------------|-------------------------------------------------------------------------------------|----------|
| 52.244-6 (Dev) | Subcontracts for Commercial Products and Commercial Services (DEVIATION 2025-O0003) | MAR 2025 |
| 252.242-7006   | Accounting System Administration                                                    | JAN 2025 |

The following have been added by full text:

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEVIATION 2025-O0003/ DEVIATION 2025-O0004) (MAR 2025)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[       ] Paragraph (d) applies.

[       ] Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) [Reserved]

(xv) [Reserved]

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) [Reserved]

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.

(C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [            offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |
| -----      | ----- | ----- | -----  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

The following have been deleted:

|           |                                      |          |
|-----------|--------------------------------------|----------|
| 52.222-21 | Prohibition Of Segregated Facilities | APR 2015 |
| 52.222-26 | Equal Opportunity                    | APR 2015 |



The following were previously included by reference and are now included by full text:

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding elinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to

the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

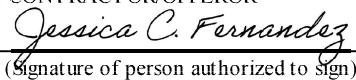
| FAR Clause | Title | Date  | Change |
|------------|-------|-------|--------|
| -----      | ----- | ----- | -----  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                  |  | PAGE OF PAGES<br><b>1   3</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00013</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>04-Sep-2025</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                    |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - BOSTON<br>495 SUMMER STREET<br>ROOM 627<br>BOSTON MA 02210-2109                                          |  | CODE<br><b>N62879</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                          |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                     |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                 |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                                  |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| X D. OTHER (Specify type of modification and authority)<br><b>FAR 43.103(a)(3) Mutual Agreement of the Parties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>  1  </u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpriceca2511892</b><br>The purpose of this modification is to:<br>1) Update the DCMA Administrative Office from ONR – San Diego to ONR – Boston.<br>2) Update Section B - Services or Supplies and Prices to:<br>a) Increase Option Contract Line Item Number (CLIN) 0003 ceiling value; and<br>b) Increase Option CLIN 0003 Staff Month ceiling.<br>3) Update Section F – Deliveries or Performance to:<br>a) Correct the Period of Performance end date from 31 January 2028 to 26 September 2027.<br>4) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <u><i>Kim Trujillo</i></u><br>(Signature of Contracting Officer)                                                                             |  | 16C. DATE SIGNED<br><b>04-Sep-2025</b> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                          |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                        |  | PAGE OF PAGES<br><b>1   3</b>         |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00013</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>SEE BLK 16C.</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                          |  | 5. PROJECT NO.(If applicable)         |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                    |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - BOSTON<br>495 SUMMER STREET<br>ROOM 627<br>BOSTON MA 02210-2109                                                |  | CODE<br><b>N62879</b>                 |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                      |  |                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                                |  |                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                           |  |                                       |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                       |  |                                       |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                            |  |                                                                                                                                                                                        |  |                                       |  |
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| 12. ACCOUNTING AND APPROPRIATION DATA (If required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
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| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| X D. OTHER (Specify type of modification and authority)<br><b>FAR 43.103(a)(3) Mutual Agreement of the Parties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>Modification Control Number: <b>vpriceca2511892</b><br>The purpose of this modification is to:<br>1) Update the DCMA Administrative Office from ONR – San Diego to ONR – Boston.<br>2) Update Section B - Services or Supplies and Prices to:<br>a) Increase Option Contract Line Item Number (CLIN) 0003 ceiling value; and<br>b) Increase Option CLIN 0003 Staff Month ceiling.<br>3) Update Section F – Deliveries or Performance to:<br>a) Correct the Period of Performance end date from 31 January 2028 to 26 September 2027.<br>4) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                 |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                          |  |                                                                                                                                                                                        |  |                                       |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Jessica Fernandez, JD</b><br><b>Associate Director of Contracting - OSP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                          |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>KIMBERLY A TRUJILLO/CONTRACTING OFFICER</b><br>TEL: (202) 781-3161 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                       |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 15C. DATE SIGNED<br><b>08/28/25</b>      |  | 16B. UNITED STATES OF AMERICA<br>WHITMAN-<br>BY TRUJILLO.KIMBERLY.A.1228884193<br>(Signature of Contracting Officer)                                                                   |  | 16C. DATE SIGNED<br><b>4 SEP 2025</b> |  |



## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$390,000,000.00 from \$1,090,280,193.00 to \$1,480,280,193.00.

The contract maximum amount has increased by \$390,000,000.00 from \$1,090,280,193.00 to \$1,480,280,193.00.

The 'administered by' organization has changed from

OFFICE OF NAVAL RESEARCH - SAN DIEGO REG  
140 SYLVESTER ROAD,  
BUILDING 140, ROOM 218  
SAN DIEGO CA 92106-3521

to

OFFICE OF NAVAL RESEARCH - BOSTON  
495 SUMMER STREET  
ROOM 627  
BOSTON MA 02210-2109

## SECTION B - SUPPLIES OR SERVICES AND PRICES

## CLIN 0003

The estimated/max cost has increased by \$369,668,246.00 from \$395,781,835.00 to \$765,450,081.00.

The pricing detail quantity has increased by 17,147.00 from 18,358.00 to 35,505.00.

The fixed fee has increased by \$20,331,754.00 from \$21,768,001.00 to \$42,099,755.00.

The total cost of this line item has increased by \$390,000,000.00 from \$417,549,836.00 to \$807,549,836.00.

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0003 has been changed from:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 31-JAN-2023 TO<br>30-JAN-2028 | N/A      | N/A<br>FOB: Destination |                  |

To:

| DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS         | DODAAC /<br>CAGE |
|-----------------------------------|----------|-------------------------|------------------|
| POP 31-JAN-2023 TO<br>26-SEP-2027 | N/A      | N/A<br>FOB: Destination |                  |

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                  |  | PAGE OF PAGES<br><b>1   3</b>          |  |
| 2. AMENDMENT/MODIFICATION NO.<br><b>P00014</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | 3. EFFECTIVE DATE<br><b>21-Oct-2025</b> |  | 4. REQUISITION/PURCHASE REQ. NO.<br><b>N00024-15-NR-03645</b>                                                                                                                    |  | 5. PROJECT NO.(If applicable)          |  |
| 6. ISSUED BY<br>NAVAL SEA SYSTEMS COMMAND (HQ)<br>1333 ISAAC HULL AVE SE<br>WASHINGTON NAVY YARD DC 20376-2060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  | CODE<br><b>N00024</b>                   |  | 7. ADMINISTERED BY (If other than item 6)<br>OFFICE OF NAVAL RESEARCH - BOSTON<br>495 SUMMER STREET<br>ROOM 627<br>BOSTON MA 02210-2109                                          |  | CODE<br><b>N62879</b>                  |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)<br>UNIVERSITY OF TEXAS AT AUSTIN<br>APPLIED RESEARCH LABORATORIES<br>10000 BURNET RD<br>AUSTIN TX 78758-4423                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  | 9A. AMENDMENT OF SOLICITATION NO.                                                                                                                                                |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | 9B. DATED (SEE ITEM 11)                                                                                                                                                          |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10A. MOD. OF CONTRACT/ORDER NO.<br><b>N00024-17-D-6421</b>                                                                                                                     |  |                                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  | X 10B. DATED (SEE ITEM 13)<br><b>27-Sep-2017</b>                                                                                                                                 |  |                                        |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | FACILITY CODE                           |  |                                                                                                                                                                                  |  |                                        |  |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.<br>Offer 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:<br>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN<br>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,<br>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)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| X D. OTHER (Specify type of modification and authority)<br><b>FAR 52.243-2 Changes-Cost Reimbursement, ALT V</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)<br>Modification Control Number: <b>vpriceca26332</b><br>The purpose of this modification is to:<br>1) Under Section G - Contract Administration Data:<br>a) Update Points of Contact for SEA 05TU.<br>2) Update Section I - Contract Clauses to:<br>a) Incorporate DFAR Clause 252.239-7018.<br>3) All other terms and conditions remain unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                         |  |                                                                                                                                                                                  |  |                                        |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                         |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>KIMBERLY A TRUJILLO / CONTRACTING OFFICER<br>TEL: (202)781-1316 EMAIL: kimberly.a.whitman-trujillo.civ@us.navy.mil |  |                                        |  |
| 15B. CONTRACTOR/OFFEROR<br><br>(Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 15C. DATE SIGNED                        |  | 16B. UNITED STATES OF AMERICA<br>BY <i>Kim Trujillo</i><br>(Signature of Contracting Officer)                                                                                    |  | 16C. DATE SIGNED<br><b>21-Oct-2025</b> |  |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: MICHAEL T. SAN ANTONIO  
NAVAL SEA SYSTEMS COMMAND SEA 05TU  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-5057  
Fax No. 202-781-4604  
Email Address: [michael.t.sanantonio.civ@us.navy.mil](mailto:michael.t.sanantonio.civ@us.navy.mil)

CONTRACTING OFFICER'S  
REPRESENTATIVE:

COMMANDER  
ATTN: RICHARD W. CHANDLER  
NAVAL SEA SYSTEMS COMMAND SEA 05TU  
1333 ISAAC HULL AVENUE SE STOP-1220  
WASHINGTON NAVY YARD DC 20376-1220  
Telephone No. 202-781-0760  
Fax No. 202-781-4604  
Email Address: [richard.w.chandler6.civ@us.navy.mil](mailto:richard.w.chandler6.civ@us.navy.mil)

CONTRACT ADMINISTRATION  
OFFICE:

RACHEL A. GMYR  
ADMINISTRATIVE CONTRACTING OFFICER  
OFFICE OF NAVAL RESEARCH - SAN DIEGO  
140 SYLVESTER ROAD, BLDG 140, RM 218  
SAN DIEGO CA 92106  
Telephone No. 619-253-6753  
Fax No. 619-221-5602  
Email Address: [rachel.a.gmyr.civ@us.navy.mil](mailto:rachel.a.gmyr.civ@us.navy.mil)

NAVSEA PATENT COUNSEL  
REPRESENTATIVE:

COMMANDER  
ATTN: BARBARA M. CORKERY, ASSOCIATE COUNSEL  
NAVAL SEA SYSTEMS COMMAND  
OFFICE OF COUNSEL, SEA 00L  
1333 ISAAC HULL AVENUE SE STOP - 1150

WASHINGTON NAVY YARD DC 20376-1150  
Telephone No. 202-781-3520  
Fax No. 202-781-4628  
Email Address: [barbara.m.corkery.civ@us.navy.mil](mailto:barbara.m.corkery.civ@us.navy.mil)

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: KIMBERLY A. WHITMAN-TRUJILLO  
NAVAL SEA SYSTEMS COMMAND SEA 02643  
1333 ISAAC HULL AVENUE SE STOP - 2040  
WASHINGTON NAVY YARD DC 20376-2040  
Telephone No. 202-781-3161  
Fax No. 202-781-4785  
Email Address: [kimberly.a.whitman-trujillo.civ@us.navy.mil](mailto:kimberly.a.whitman-trujillo.civ@us.navy.mil)

The following payment instructions apply to this contract, however only one clause is used per Delivery Order:

**DFARS 252.204-0002 (SEP 2009)** Line Item Specific: **SEQUENTIAL ACRN Order** (Applicable to funding types other than RDT&E and FMS)

**DFARS 252.204-0004 (SEP 2009)** Line Item Specific: **by FISCAL YEAR** (Applicable to RDT&E funded Orders)

**DFARS 252.204-0005 (SEP 2009)** Line Item Specific: **CANCELLATION DATE** (Applicable to funding types other than FMS)

**DFARS 252.204-0006 (SEP 2009)** Line Item Specific: **PRORATION** (Applicable to FMS funded Orders)

## SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.239-7018      Supply Chain Risk

DEC 2022

(End of Summary of Changes)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       |                                          |  | 1. CONTRACT ID CODE<br><b>U</b>                                                                                                                                                                   |  | PAGE 1 OF 7 PAGES                                                  |  |
| 2. AMENDMENT/MODIFICATION NUMBER<br><b>P00015</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       | 3. EFFECTIVE DATE<br><b>SEE BLK 16C.</b> |  | 4. REQUISITION/PURCHASE REQUISITION NUMBER<br><b>See Continuation Sheet</b>                                                                                                                       |  | 5. PROJECT NUMBER (If applicable)<br><b>N62879</b>                 |  |
| 6. ISSUED BY<br>NAVSEA HQ<br>1333 ISAAC HULL AVE SE, WASHINGTON NAVY YARD DC 20376-5000<br>WASHINGTON NAVY YARD, DC 20376-5000<br>UNITED STATES<br>Corinthia Harvell, Contract Specialist, Email: corinthia.a.harvell.civ@us.navy.mil Telephone: 2027812362<br>Kimberly Whitman-Trujillo, Contracting Officer, Email: kimberly.a.whitman-trujillo.civ@us.navy.mil<br>Telephone: 2027813161                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       | CODE<br><b>N00024</b>                    |  | 7. ADMINISTERED BY (If other than Item 6)<br><b>OFFICE OF NAVAL RESEARCH - BOSTON<br/>495 SUMMER STREET ROOM 627<br/>BOSTON, MA 02210-2109<br/>UNITED STATES<br/>SCD: PAS:</b>                    |  | CODE                                                               |  |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)<br><b>UT Austin Applied Research Laboratories<br/>10000 BURNET RD<br/>AUSTIN, TX 78758-4423<br/>UNITED STATES<br/>Paige Blache, Email: paige.blache@arlut.utexas.edu Telephone:<br/>(512) 835-3556</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |                                          |  | (X)                                                                                                                                                                                               |  | 9A. AMENDMENT OF SOLICITATION NUMBER                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                          |  | <input type="checkbox"/>                                                                                                                                                                          |  | 9B. DATED (SEE ITEM 11)                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                          |  | (X)                                                                                                                                                                                               |  | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER<br><b>N0002417D6421</b> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                          |  | <input type="checkbox"/>                                                                                                                                                                          |  | 10B. DATED (SEE ITEM 13)<br><b>27 Sep 2017</b>                     |  |
| CODE <b>55354</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       | FACILITY CODE                            |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.<br>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:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE<br>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<br>by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic<br>communication 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)<br><b>See Section G - Contract Administration Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| CHECK ONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.                                                                   |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| (X)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | D. OTHER (Specify type of modification and authority)<br><b>FAR 52.243-2 Changes-Cost Reimbursement, ALT V</b>                                                                                                        |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| <b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br><b>See Schedule</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                          |  |                                                                                                                                                                                                   |  |                                                                    |  |
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br><b>Robyn Bertholon, Assistant Director of Contracts - OSP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                          |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br><b>KIMBERLY A TRUJILLO/CONTRACTING OFFICER</b>                                                                                      |  |                                                                    |  |
| 15B. CONTRACTOR/OFFEROR<br><br><b>Robyn Bertholon</b><br><small>Digitally signed by Robyn Bertholon<br/>Date: 2026.09.28 07:04:49 -05'00'</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                       | 15C. DATE SIGNED                         |  | 16B. UNITED STATES OF AMERICA<br><b>WHITMAN-TRUJILLO.KIMBERLY.A.1228884193</b><br><small>Digitally signed by WHITMAN-TRUJILLO.KIMBERLY.A.1228884193<br/>Date: 2026.09.28 13:31:10 -04'00'</small> |  | 16C. DATE SIGNED<br><b>28 SEP 2026</b>                             |  |
| (Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                       |                                          |  | (Signature of Contracting Officer)                                                                                                                                                                |  |                                                                    |  |

Previous edition unusable

**STANDARD FORM 30 (REV. 11/2016)**  
Prescribed by GSA FAR (48 CFR) 53.243



| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                  |  | 1. CONTRACT ID CODE                                                                                                   | PAGE                                                        | OF                                | PAGES |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------|-------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                  |  | U                                                                                                                     | 1                                                           |                                   | 7     |
| 2. AMENDMENT/MODIFICATION NUMBER<br>P00015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       | 3. EFFECTIVE DATE<br>28 Sep 2026 |  | 4. REQUISITION/PURCHASE REQUISITION NUMBER<br>See Continuation Sheet                                                  |                                                             | 5. PROJECT NUMBER (If applicable) |       |
| 6. ISSUED BY<br>CODE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       | N00024                           |  | 7. ADMINISTERED BY (If other than Item 6)<br>CODE                                                                     |                                                             | N62879                            |       |
| NAVSEA HQ<br>1333 ISAAC HULL AVE SE, WASHINGTON NAVY YARD DC 20376-5000<br>WASHINGTON NAVY YARD, DC 20376-5000<br>UNITED STATES<br>Corinthia Harvell, Contract Specialist, Email: corinthia.a.harvell.civ@us.navy.mil Telephone: 2027812362<br>Kimberly Whitman-Trujillo, Contracting Officer, Email: kimberly.a.whitman-trujillo.civ@us.navy.mil Telephone: 2027813161                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       |                                  |  | OFFICE OF NAVAL RESEARCH - BOSTON<br>495 SUMMER STREETROOM 627<br>BOSTON, MA 02210-2109<br>UNITED STATES<br>SCD: PAS: |                                                             |                                   |       |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)<br>UT Austin Applied Research Laboratories<br>10000 BURNET RD<br>AUSTIN, TX 78758-4423<br>UNITED STATES<br>Paige Blache, Email: paige.blache@arlut.utexas.edu Telephone: (512) 835-3556                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                       |                                  |  | (X)                                                                                                                   | 9A. AMENDMENT OF SOLICITATION NUMBER                        |                                   |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       | 9B. DATED (SEE ITEM 11)                                     |                                   |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                  |  | (X)                                                                                                                   | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER<br>N0002417D6421 |                                   |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       | 10B. DATED (SEE ITEM 13)<br>27 Sep 2017                     |                                   |       |
| CODE 55354                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       | FACILITY CODE                    |  |                                                                                                                       |                                                             |                                   |       |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.<br>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:<br>(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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 letter or electronic communication, provided each letter or electronic communication 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)<br>See Section G - Contract Administration Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br>IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| CHECK ONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.                                                                   |                                  |  |                                                                                                                       |                                                             |                                   |       |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |                                  |  |                                                                                                                       |                                                             |                                   |       |
| <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:                                                                                                                                              |                                  |  |                                                                                                                       |                                                             |                                   |       |
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | D. OTHER (Specify type of modification and authority)<br>FAR 52.243-2 Changes-Cost Reimbursement, ALT V                                                                                                               |                                  |  |                                                                                                                       |                                                             |                                   |       |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)<br>See Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                  |  |                                                                                                                       |                                                             |                                   |       |
| 15A. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       |                                  |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Kimberly Trujillo                                       |                                                             |                                   |       |
| 15B. CONTRACTOR/OFFEROR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                       | 15C. DATE SIGNED                 |  | 16B. UNITED STATES OF AMERICA<br> |                                                             | 16C. DATE SIGNED<br>28 Sep 2026   |       |
| (Signature of person authorized to sign)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                       |                                  |  | (Signature of Contracting Officer)                                                                                    |                                                             |                                   |       |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

## SUMMARY OF CHANGES

**Block 14 (Description of Amendment/Modification):** The purpose of this modification is to:

- 1) Update the DFAS Payment Center from DFAS-Columbus Center, South Entitlement Operations to DFAS-CO/West Entitlement Operations.
- 2) Update Section H - Special Contract Requirements to:
  - a) Incorporate Defense Technical Information Center (DTIC) language.
- 3) Update Section I - Contract Clauses to incorporate:
  - a) FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors; and
  - b) DFAR 252.235-7011 Final Scientific or Technical Report.
- 4) Update Section J - List of Documents, Exhibits and Other Attachments, to incorporate Attachment 6 - Task Description forms dated 10 September 2026.
- 5) All other terms and conditions remain unchanged and in full force and effect.

## Section A - Solicitation/Contract Form

The following changes have been made:

| INFORMATION               | FROM                                                                                                                            | TO                                                                                                                                     |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Size Standard - Employees | 1000                                                                                                                            |                                                                                                                                        |
| Contractor POC            |                                                                                                                                 | Name : Paige Blache<br>Email : paige.blache@arlut.utexas.edu<br>Telephone : (512) 835-3556                                             |
| Paying Office             | HQ0338<br>DFAS - COLUMBUS CENTER<br>SOUTH ENTITLEMENT OPERATIONS<br>P.O. BOX 182317<br>COLUMBUS, OH 43218-2317<br>UNITED STATES | HQ0339<br>DFAS - COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS,<br>COLUMBUS OH 43218-2317<br>COLUMBUS, OH 43218-2381<br>UNITED STATES |

## Section B - Supplies or Services & Prices or Costs

The following changes to Limits have been made:

| INFORMATION                                  | FROM | TO                 | CHANGED BY          |
|----------------------------------------------|------|--------------------|---------------------|
| Government<br>Obligation to Order<br>Minimum |      | USD 1,000.00       | USD +1,000.00       |
| Allowed Per Order<br>Minimum                 |      | USD 1,000.00       | USD +1,000.00       |
| Allowed Per Order<br>Maximum                 |      | USD 100,000,000.00 | USD +100,000,000.00 |
| Contractor Obligation<br>to Deliver Minimum  |      | USD 1,000.00       | USD +1,000.00       |

## **Section C - Description/Specifications/Statement of Work**

**The Requirements text has been modified to:**

ARL/UT Base IDIQ Contract

## **Section H - Special Contract Requirements**

**Miscellaneous text in this section has been modified to:**

In addition to the requirements set forth in DFARS 252.235-7011, Final Scientific or Technical Report, the Contractor shall submit to the Defense Technical Information Center (DTIC) repository hosted within the War Data Platform (WDP), all completed technical deliverables identified in the applicable task order's deliverable schedule that contain completed analyses and in which the Government has Government Purpose Rights (GPR) or Unlimited Rights.

For purposes of this requirement, applicable technical deliverables include, but are not limited to, technical reports and findings, engineering and technical analyses, test results, datasets, algorithms, models, and other completed analytical products required by the task order.

The Contractor shall submit each applicable technical deliverable to the DTIC repository in the format and manner prescribed by DTIC/WDP and consistent with the format requirements applicable to the corresponding task order deliverable. Unless otherwise specified in the task order, the Contractor shall complete such submission within thirty (30) calendar days after final delivery of the applicable deliverable to the Government.

The Contractor shall not be required to submit a deliverable to the DTIC repository to the extent such submission would be inconsistent with the Government's applicable data rights or other contractual restrictions governing the deliverable.

If the DTIC repository hosted within the WDP is not operational or is otherwise unavailable when a submission is due, the Contractor's obligation to submit the applicable deliverable shall be deferred until the repository is operational and available to receive the submission. The Contractor shall make the required submission promptly upon notification that the repository has become available, unless otherwise directed by the Contracting Officer.

Nothing in this provision shall be construed to modify, expand, diminish, or otherwise alter the parties' rights and obligations under the contract with respect to data rights, technical data, computer software, or other intellectual property.

**Section I - Contract Clauses**

**Additional Information/Notes**

**The following clauses were added:**

**FAR Clauses Incorporated by Reference**

| Number    | Title                                                                                    | Effective Date | Alternate/<br>Deviation | Variation<br>Effective<br>Date |
|-----------|------------------------------------------------------------------------------------------|----------------|-------------------------|--------------------------------|
| 52.222-90 | Addressing DEI Discrimination by Federal Contractors. (Deviation 2026-O0040, Revision 1) | Apr 2026       |                         |                                |

**The following clauses were modified:**

|              |                                       |          |
|--------------|---------------------------------------|----------|
| 252.235-7011 | Final Scientific or Technical Report. | Dec 2019 |
|--------------|---------------------------------------|----------|



**Section J - List of Attachments**

**The following attachments were added:**

Task Description Forms dated 10 September 2026

**Miscellaneous text in this section has been modified to:**

List of Documents, Exhibits and Other Attachments

Table of Contents

Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION PAGES DATE

APPLIED RESEARCH LABORATORIES  
THE UNIVERSITY OF TEXAS AT AUSTIN

Date Prepared:

Contract Number: N00024-17-D-6421

**TASK DESCRIPTION**

|                                                                                                                                                                                                                                                                                                                                                                            |                                                                                      |                                                                                                                                                                                                                        |                                                |                                 |                              |                                                |                             |                              |                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|---------------------------------|------------------------------|------------------------------------------------|-----------------------------|------------------------------|------------------------------------------------|
| <b>1. TITLE</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                                      | <b>2. TD NUMBER</b><br><br>(To be assigned by NAVSEA)                                                                                                                                                                  |                                                |                                 |                              |                                                |                             |                              |                                                |
| <b>3. TYPE OF TASK</b><br><br><input type="checkbox"/> Term/Severable<br><br><input type="checkbox"/> Term/Non-Severable<br><br><input type="checkbox"/> Completion                                                                                                                                                                                                        | <b>6. SPONSOR TECHNICAL REPRESENTATIVE (TR)</b><br>(Name, Code, Agency, and Address) | <b>9. ARL:UT TECHNICAL REPRESENTATIVE</b><br>(Name and Address)<br><br>Enter PI Name<br>Enter Lab Name<br>Applied Research Laboratories<br>The University of Texas at Austin<br>P.O. Box 9767<br>Austin, TX 78766-9767 |                                                |                                 |                              |                                                |                             |                              |                                                |
| <b>4. ESTIMATED COMPLETION DATE</b>                                                                                                                                                                                                                                                                                                                                        |                                                                                      | <b>7. SPONSOR TR TELEPHONE</b> (Commercial and DSN)                                                                                                                                                                    | <b>10. ARL:UT TELEPHONE</b>                    |                                 |                              |                                                |                             |                              |                                                |
| <b>5. TOTAL ESTIMATED COST (\$K)</b><br>In-House: _____<br>Contract Services: _____<br>TOTAL: _____<br>Staff Months: _____                                                                                                                                                                                                                                                 |                                                                                      |                                                                                                                                                                                                                        | <b>8. SPONSOR TR EMAIL ADDRESS</b>             | <b>11. ARL:UT EMAIL ADDRESS</b> |                              |                                                |                             |                              |                                                |
| <b>12. TECHNICAL AREA AND TITLE</b><br>Choose from list                                                                                                                                                                                                                                                                                                                    |                                                                                      | <b>13. SECURITY CLASSIFICATION*</b><br>Select the Security Classification                                                                                                                                              |                                                |                                 |                              |                                                |                             |                              |                                                |
| <b>14. FUNDING APPROPRIATION</b><br><table><tr><td><input type="checkbox"/> RDT&amp;E<br/>Level: _____</td><td><input type="checkbox"/> O&amp;M</td><td><input type="checkbox"/> OP</td><td><input type="checkbox"/> SCN</td><td><input type="checkbox"/> WP</td><td><input type="checkbox"/> FMS</td><td><input type="checkbox"/> Other (specify) _____</td></tr></table> |                                                                                      |                                                                                                                                                                                                                        | <input type="checkbox"/> RDT&E<br>Level: _____ | <input type="checkbox"/> O&M    | <input type="checkbox"/> OP  | <input type="checkbox"/> SCN                   | <input type="checkbox"/> WP | <input type="checkbox"/> FMS | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> RDT&E<br>Level: _____                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> O&M                                                         | <input type="checkbox"/> OP                                                                                                                                                                                            | <input type="checkbox"/> SCN                   | <input type="checkbox"/> WP     | <input type="checkbox"/> FMS | <input type="checkbox"/> Other (specify) _____ |                             |                              |                                                |
| <b>15. TASK OBJECTIVE</b>                                                                                                                                                                                                                                                                                                                                                  |                                                                                      |                                                                                                                                                                                                                        |                                                |                                 |                              |                                                |                             |                              |                                                |
| <b>16. DESCRIPTION OF WORK</b> (If additional space is required, use separate sheet)                                                                                                                                                                                                                                                                                       |                                                                                      |                                                                                                                                                                                                                        |                                                |                                 |                              |                                                |                             |                              |                                                |

\* A Contract Security Classification Specification (DD Form 254) is required for Task Descriptions involving CLASSIFIED work.

CONTRACT NUMBER N00024-17-D-6421

TD NUMBER \_\_\_\_\_  
(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

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**16. DESCRIPTION OF WORK** (Continued)

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\* A Contract Security Classification Specification (DD Form 254) is required for Task Descriptions involving CLASSIFIED work.

CONTRACT NUMBER N00024-17-D-6421

TD NUMBER \_\_\_\_\_

(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

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**17. LIST DELIVERABLE PRODUCTS AND/OR REPORTS AND SCHEDULE**

---

**18. SPECIAL REQUIREMENTS** (GFP, Special Test Equipment, Foreign Travel, Special Delivery Terms, Other)

---

**19. CONTRACT SERVICES AND INTERDEPARTMENTAL R&D PLAN** *(If additional space is required, use separate sheet)*

Contractor

Scope of Work

Estimated Cost

---

**20. ENDORSEMENTS**

University Laboratory

Date

Telephone

Task Sponsor

Organization and Code

Date

Telephone

Michael San Antonio, Navy UARC Office

(202) 320-0205

Contracting Officer's Representative

Date

Telephone

michael.t.sanantonio.civ@us.navy.mil

COR EMAIL Address

## ARL:UT TASK DESCRIPTION (Continued)

TITLE (From Page 1 of Task Description)

**21. SPONSOR REPRESENTATIONS AND CERTIFICATIONS**

a. I have analyzed other sources for accomplishment of this task, **including opportunities for small business**, but because of the need to (1) maintain a long term strategic relationship, (2) maintain continuity and currency in special fields of expertise, (3) maintain objectivity and a high degree of competency in staff and work, and (4) provide the ability to respond to emerging needs, I have chosen ARL:UT to perform this task. Any subcontracting required in performance of this task is for supplies or services necessary to accomplish such work. Subcontracting to small business has been considered for accomplishment of this task.

b. The Task clearly and adequately defines the work to be performed, including applicable milestones, deliverables, and reporting requirements. I shall promptly notify the Contracting Officer of any material changes in the scope of a Task which materially affect milestones, deliverables or reporting requirements. Such modifications shall be reflected in a written Task Description Revision. Any Task direction within the scope of this Task Description must also be issued in writing by the task sponsor and should be sent directly to ARL:UT.

c. The estimated direct labor staff-months and labor classifications, the estimated amounts for technical services and for direct subcontracts, and the estimated travel costs, as presented in the cost estimate for this Task Description, have been reviewed and assessed as fair and reasonable, and where possible, by comparison to costs incurred for similar or related Tasks performed for this office by ARL:UT and/or other contractors. The program sponsor acknowledges that when this Task is negotiated with the contracting agency, some elements of cost such as rates or material may change from the time of task submittal to the program sponsor, and that these changes may affect the number of staff months estimated for delivery.

d. A current Contract Security Classification Specification (DD Form 254) has been provided to NAVSEA if the proposed work is classified. (See Block 13)

e. The work identified in this Task must carry a Defense Priorities and Allocations System (DPAS) rating in accordance with FAR 11.6. This rating will be specified on subcontracts and purchase orders issued by ARL:UT under the Prime Contract. The work under this Task carries a DPAS rating of DO-A7 unless another rating and program identification symbol is identified here: \_\_\_\_\_

f. If Special Test Equipment (STE) is identified in this task, \_\_\_\_\_ (print or type name), a technical evaluator qualified to understand the criteria for classification of property, its composition, and its use, has determined that the property listed in Block 18 as STE is properly classified in accordance with FAR 45.101.

g. I have discussed this work with my Comptroller's office, which concurs that this is not classified as Consulting Services (CS) as defined by appropriate instructions applicable to my organization. The Comptroller of my organization has been supplied with a copy of this task and concurs with this non-CS determination, and has authority to make such determination(s).

h. In addition to the requirements set forth in DFARS 252.235-7011, all completed technical deliverables, as specified in the deliverable schedule set forth in this task order, for which the Government holds Government Purpose Rights (GPR) or Unlimited Rights and which contain completed analyses, shall be submitted to the Defense Technical Information Center (DTIC). If I determine that specific analysis must be restricted from enterprise-wide access beyond the protections already afforded by the applied Distribution Statements or security markings, I will obtain a formal, written waiver from the Under Secretary of War for Research and Engineering (USW(R&E)).

i. FOR DOD TASKS ONLY: I certify that I have considered the USD(AT&L) Memo 03 Nov 2010 "Better Buying Power" BBP requirements, principles and guidance in the planning of this task, and will implement such BBP initiatives for obtaining greater efficiency and productivity in defense spending during the execution of the work to be performed under this task.

**22. I CERTIFY THAT THE ABOVE INFORMATION IS ACCURATE AND COMPLETE.**\_\_\_\_\_  
Sponsor Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Telephone\_\_\_\_\_  
Name (Typed or Printed)\_\_\_\_\_  
Title

THIS CERTIFICATION AND ENDORSEMENT MUST BE FORWARDED WITH THE ORIGINAL OF THE TASK DESCRIPTION TO THE NAVY UARC OFFICE

APPLIED RESEARCH LABORATORIES  
THE UNIVERSITY OF TEXAS AT AUSTIN

Date Prepared:  
Contract Number: N00024-17-D-6421  
Task Order:

TASK DESCRIPTION REVISION

|                                                                              |                                                    |                 |                                    |
|------------------------------------------------------------------------------|----------------------------------------------------|-----------------|------------------------------------|
| 1. TITLE                                                                     |                                                    | 2. TD NUMBER    | 3. REVISION NUMBER                 |
| 4. REVISED EST. COMPLETION DATE                                              | 6. SPONSOR TECHNICAL REP (TR) (Name, Code, Agency) |                 | 9. ARL:UT TECHNICAL REPRESENTATIVE |
| 5. REVISED SECURITY CLASSIFICATION<br><br>Select the Security Classification | 7. SPONSOR TR TELEPHONE (Commercial and DSN)       |                 | 10. ARL:UT TELEPHONE               |
|                                                                              | 8. SPONSOR TR EMAIL ADDRESS                        |                 | 11. ARL:UT EMAIL ADDRESS           |
| 12. TOTAL ESTIMATED COST/LOE (REVISED)                                       |                                                    |                 |                                    |
|                                                                              | <u>PREVIOUS AMOUNT</u>                             | <u>REVISION</u> | <u>REVISED TOTAL</u>               |
| In House                                                                     |                                                    |                 |                                    |
| Contract Services                                                            |                                                    |                 |                                    |
| Total                                                                        |                                                    |                 |                                    |
| Staff Months                                                                 |                                                    |                 |                                    |

13. REASON AND/OR JUSTIFICATION FOR REVISION

14. REVISIONS TO DESCRIPTION OF WORK (If additional space is required, use separate sheet)

15. LIST CHANGES TO DELIVERABLES AND REVISED SCHEDULE

16. LIST CHANGES IN SPECIAL REQUIREMENTS (GFP, Special Test Equipment, Foreign Travel, Special Delivery Terms, Other)

17. LIST CHANGES IN CONTRACT SERVICES AND INTERDEPARTMENTAL R&D PLAN

18. ENDORSEMENTS

|                                                |                       |                |
|------------------------------------------------|-----------------------|----------------|
| University Laboratory                          | Date                  | Telephone      |
| Task Sponsor                                   | Organization and Code | Telephone      |
| Michael San Antonio, Navy UARC Office          |                       | (202) 320-0205 |
| Contracting Officer's Technical Representative | Date                  | Telephone      |
| michael.t.sanantonio.civ@us.navy.mil           |                       |                |
| COTR EMAIL Address                             |                       |                |



CONTRACT NUMBER N00024-17-D-6421

TD NUMBER \_\_\_\_\_  
(To be assigned by NAVSEA)

ARL:UT TASK DESCRIPTION (Continued)

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**14. REVISIONS TO DESCRIPTION OF WORK** (Continued)