

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.  
39

3. EFFECTIVE DATE  
01-Dec-2015

4. REQUISITION/PURCHASE REQ. NO.  
1300535450

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

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6) CODE

S2206A

NUWC, NEWPORT DIVISION  
1176 Howell Street, Building 1258  
Newport RI 02841-1706

DCMA BOSTON  
495 SUMMER STREET  
BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Mikel Inc.  
151 Martine St  
Fall River MA 02723-1501

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4455-N401

10B. DATED (SEE ITEM 13)

30-Sep-2010

CAGE CODE  
1P0F9

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

|                                     |  |
|-------------------------------------|--|
| (*)                                 | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
| <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 date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral - FAR 52.232-22 'Limitation of Funds , see page 2 for additional authorities  |
| <input type="checkbox"/>            | D. OTHER (Specify type of modification and authority)  |

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

|   |  |  |  |
|---|--|--|--|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |  |
| 15B. CONTRACTOR/OFFEROR                       |  | 16B. UNITED STATES OF AMERICA                              |  |
| 15C. DATE SIGNED                              |  | 16C. DATE SIGNED   |  |
| (Signature of person authorized to sign)      |  | BY (Signature of Contracting Officer)                      |  |

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

|                                  |                            |                                  |                |       |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>2 of 3 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

## GENERAL INFORMATION

Distribution: KR, 0121, DFAS-HQ0338, 2511 [REDACTED]

SCD: C

FSC: D307

NUWCDIVNPT Control #: 160413

NUWCDIVNPT Requisition #(s): 1300535450

NUWCDIVNPT POC: Brenda D. Hargrow (See cover page for e-mail address and telephone number.)

Additional Authorities: 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION) (SEP 2009); FAR 43.103(a) Administrative, FAR 52.222-41

### This modification incorporates by reference Technical Instructions:

- 1) TI-50, Rev. 00

The purpose of this modification is to:

1. Establish Option 23 - CLINs: 7160 & 9160 - Period of Performance of - 12/01/15 - 03/31/16.
2. Exercise Option #23 (CLINs 7160/9160) with a Period of Performance of 12/01/15 - 03/31/16.

**NOTE: Services shall not be performed or invoiced on Option #23 prior to 12/01/2015.**

3. Provide additional funding.
4. Shift ceiling and hours from Labor CLIN 7150 to Labor CLIN 7160.
5. Shift ceiling from ODC CLIN 9150 to ODC CLIN 9160.
6. Update and revise clauses as detailed below.

### SECTION B –

1. Establish new SLINs: 716001 and 916001.
2. Shift ceiling and hours from Labor CLIN 7150 to newly established Labor CLIN 7160 as follows:

| CLIN: | 7150  | FROM          | BY            | TO            |
|-------|-------|---------------|---------------|---------------|
|       | Cost  | \$ [REDACTED] | \$ [REDACTED] | \$ [REDACTED] |
|       | Fee   | \$ [REDACTED] | \$ [REDACTED] | \$ [REDACTED] |
|       | Total | \$ [REDACTED] | \$ [REDACTED] | \$ [REDACTED] |
|       | Hours | [REDACTED]    | [REDACTED]    | [REDACTED]    |

| CLIN: | 7160  | FROM | BY            | TO            |
|-------|-------|------|---------------|---------------|
|       | Cost  | \$ - | \$ [REDACTED] | \$ [REDACTED] |
|       | Fee   | \$ - | \$ [REDACTED] | \$ [REDACTED] |
|       | Total | \$ - | \$ [REDACTED] | \$ [REDACTED] |
|       | Hours | -    | [REDACTED]    | [REDACTED]    |

3. Shift ceiling from ODC CLIN 6100 to newly established ODC CLIN 9150 as follows:

| CLIN | 9150 | FROM          | BY            | TO            |
|------|------|---------------|---------------|---------------|
|      | Cost | \$ [REDACTED] | \$ [REDACTED] | \$ [REDACTED] |

|                                  |                            |                                  |                |       |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>3 of 3 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

|      |      |      |               |               |
|------|------|------|---------------|---------------|
| CLIN | 9160 | FROM | BY            | TO            |
|      | Cost | \$ - | \$ [REDACTED] | \$ [REDACTED] |

4. Update Fee Table as a result of the above ceiling shifts.

**SECTION F –**

1. Revise Clause F1S Period of Performance (JUN 2010) to add Option 23, CLINs: 7160 & 9160 - Period of Performance of 12/01/15 - 03/31/16.

**SECTION G –**

1. Accounting and Appropriation Data LLAs: CV/716001 and CV/916001 are added by this modification.

**SECTION H –**

1. Revise Clause 5252.232-9104 'ALLOTMENT OF FUNDS' to include SLIN information for new SLINs .
2. Revise Clause 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010), paragraph (k) is updated as a result of the above ceiling shifts and to include CLIN 7160.

**SECTION I -**

1. Revise FAR Clause 52.217-9 'Option to Extend the Term of the Contract' (MAR 2000) (NAVSEA VARIATION) (SEP 2009) to include newly created CLIN 7160/9160.

As a result of the above ceiling shifts, the total awarded value of this task order remains at \$15,691,817.37.

As a result of the above ceiling shifts, potential value of this task order remains at \$16,963,796.57.

All other task order terms and conditions remain unchanged.

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

4000 [REDACTED]

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
| 4100   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 410001 | D307 | [REDACTED]        |            |            |            |            |            |
| 410002 | D307 | [REDACTED]        |            |            |            |            |            |
| 410003 | D307 | [REDACTED]        |            |            |            |            |            |
| 410004 | D307 | [REDACTED]        |            |            |            |            |            |
| 410005 | D307 | [REDACTED]        |            |            |            |            |            |
| 410006 | D307 | [REDACTED]        |            |            |            |            |            |
| 4110   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 411001 | D307 | [REDACTED]        |            |            |            |            |            |
| 411003 | D307 | [REDACTED]        |            |            |            |            |            |
| 411004 | D307 | [REDACTED]        |            |            |            |            |            |
| 411005 | D307 | [REDACTED]        |            |            |            |            |            |
| 411006 | D307 | [REDACTED]        |            |            |            |            |            |
| 411007 | D307 | [REDACTED]        |            |            |            |            |            |
| 411008 | D307 | [REDACTED]        |            |            |            |            |            |

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
| 4120   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 412001 | D307 | [REDACTED]        |            |            |            |            |            |
| 412002 | D307 | [REDACTED]        |            |            |            |            |            |
| 412003 | D307 | [REDACTED]        |            |            |            |            |            |
| 412004 | D307 | [REDACTED]        |            |            |            |            |            |
| 412005 | D307 | [REDACTED]        |            |            |            |            |            |
| 412006 | D307 | [REDACTED]        |            |            |            |            |            |
| 412007 | D307 | [REDACTED]        |            |            |            |            |            |
| 412008 | D307 | [REDACTED]        |            |            |            |            |            |
| 412009 | D307 | [REDACTED]        |            |            |            |            |            |
| 412010 | D307 | [REDACTED]        |            |            |            |            |            |
| 412011 | D307 | [REDACTED]        |            |            |            |            |            |

| Item   | PSC  | Supplies/Services  | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|--|------------|------------|------------|------------|------------|
| 4130   | D307 | [REDACTED]   | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 413001 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |            |            |            |            |            |
| 413002 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 413003 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |            |            |            |            |            |
| 413004 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 413005 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 413006 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 4200   | D307 | [REDACTED]   | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 420001 | D307 | [REDACTED]   |            |            |            |            |            |
| 420002 | D307 | [REDACTED]   |            |            |            |            |            |
| 4210   | D307 | [REDACTED]   | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 421001 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 421002 | D307 | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]               |            |            |            |            |            |
| 4220   | D307 | [REDACTED]   | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 422001 | D307 | [REDACTED]<br>[REDACTED]   |            |            |            |            |            |

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
|        |      | [REDACTED]        |            |            |            |            |            |
| 422002 | D307 | [REDACTED]        |            |            |            |            |            |
| 422003 | D307 | [REDACTED]        |            |            |            |            |            |
| 422004 | D307 | [REDACTED]        |            |            |            |            |            |
| 422005 | D307 | [REDACTED]        |            |            |            |            |            |
| 422006 | D307 | [REDACTED]        |            |            |            |            |            |
| 422007 | D307 | [REDACTED]        |            |            |            |            |            |
| 422008 | D307 | [REDACTED]        |            |            |            |            |            |
| 422009 | D307 | [REDACTED]        |            |            |            |            |            |
| 422010 | D307 | [REDACTED]        |            |            |            |            |            |
| 4230   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 423001 | D307 | [REDACTED]        |            |            |            |            |            |
| 423002 | D307 | [REDACTED]        |            |            |            |            |            |

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
| 423003 | D307 | [REDACTED]        |            |            |            |            |            |
| 423004 | D307 | [REDACTED]        |            |            |            |            |            |
| 423005 | D307 | [REDACTED]        |            |            |            |            |            |
| 4300   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4310   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 431001 | D307 | [REDACTED]        |            |            |            |            |            |
| 431002 | D307 | [REDACTED]        |            |            |            |            |            |
| 431003 | D307 | [REDACTED]        |            |            |            |            |            |
| 431004 | D307 | [REDACTED]        |            |            |            |            |            |
| 431005 | D307 | [REDACTED]        |            |            |            |            |            |
| 431006 | D307 | [REDACTED]        |            |            |            |            |            |
| 4320   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 432001 | D307 | [REDACTED]        |            |            |            |            |            |
| 432002 | D307 | [REDACTED]        |            |            |            |            |            |
| 432003 | D307 | [REDACTED]        |            |            |            |            |            |



| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
|        |      | [REDACTED]        |            |            |            |            |            |
| 432004 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 432005 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 432006 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 432007 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 4330   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 433001 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 433002 | D307 | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
|        |      | [REDACTED]        |            |            |            |            |            |
| 4400   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|        |      | [REDACTED]        |            |            |            |            |            |
| 4410   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|        |      | [REDACTED]        |            |            |            |            |            |
| 4420   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|        |      | [REDACTED]        |            |            |            |            |            |
| 4430   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|        |      | [REDACTED]        |            |            |            |            |            |

For ODC Items:

| Item   | PSC | Supplies/Services | Qty | Unit | Est. Cost  |
|--------|-----|-------------------|-----|------|------------|
| 6000   |     | [REDACTED]        |     |      | [REDACTED] |
|        |     | [REDACTED]        |     |      |            |
| 6100   |     | [REDACTED]        |     |      | [REDACTED] |
| 610001 |     | [REDACTED]        |     |      |            |

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  |
|--------|------|-------------------|------------|------------|------------|
| 610002 | D307 | [REDACTED]        |            |            |            |
| 6110   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 611001 | D307 | [REDACTED]        |            |            |            |
| 611002 | D307 | [REDACTED]        |            |            |            |
| 611003 | D307 | [REDACTED]        |            |            |            |
| 6120   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 612001 | D307 | [REDACTED]        |            |            |            |
| 612002 | D307 | [REDACTED]        |            |            |            |
| 612003 | D307 | [REDACTED]        |            |            |            |
| 6130   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 613001 | D307 | [REDACTED]        |            |            |            |
| 613002 | D307 | [REDACTED]        |            |            |            |
| 613003 | D307 | [REDACTED]        |            |            |            |
| 613004 | D307 | [REDACTED]        |            |            |            |
| 6200   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 620001 | D307 | [REDACTED]        |            |            |            |
| 6210   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 621001 | D307 | [REDACTED]        |            |            |            |
| 6220   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 622001 | D307 | [REDACTED]        |            |            |            |
| 6230   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] |
| 623001 | D307 | [REDACTED]        |            |            |            |

| Item   | PSC  | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|-------------------|-----|------|-----------|
| 623002 | D307 | [REDACTED]        |     |      |           |
| 6300   | D307 | [REDACTED]        |     |      |           |
| 6310   | D307 | [REDACTED]        |     |      |           |
| 631001 | D307 | [REDACTED]        |     |      |           |
| 631002 | D307 | [REDACTED]        |     |      |           |
| 6320   | D307 | [REDACTED]        |     |      |           |
| 632001 | D307 | [REDACTED]        |     |      |           |
| 6330   | D307 | [REDACTED]        |     |      |           |
| 633001 | D307 | [REDACTED]        |     |      |           |
| 6400   | D307 | [REDACTED]        |     |      |           |
| 6410   | D307 | [REDACTED]        |     |      |           |
| 6420   | D307 | [REDACTED]        |     |      |           |
| 6430   | D307 | [REDACTED]        |     |      |           |

For Cost Type Items:

|      |            |            |
|------|------------|------------|
| 7000 | [REDACTED] | [REDACTED] |
|------|------------|------------|

| Item   | PSC  | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|-------------------|-----|------|-----------|-----------|------|
| 7140   | D307 | [REDACTED]        |     |      |           |           |      |
| 714001 | D307 | [REDACTED]        |     |      |           |           |      |
| 714002 | D307 | [REDACTED]        |     |      |           |           |      |



| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost  | Fixed Fee  | CPFF       |
|--------|------|-------------------|------------|------------|------------|------------|------------|
| 725001 | D307 | [REDACTED]        |            |            |            |            |            |
| 7340   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 734001 | D307 | [REDACTED]        |            |            |            |            |            |
| 734002 | D307 | [REDACTED]        |            |            |            |            |            |
| 734003 | D307 | [REDACTED]        |            |            |            |            |            |
| 734004 | D307 | [REDACTED]        |            |            |            |            |            |
| 7350   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 735001 | D307 | [REDACTED]        |            |            |            |            |            |
| 7440   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

For ODC Items:

| Item   | PSC  | Supplies/Services | Qty        | Unit       | Est. Cost     |
|--------|------|-------------------|------------|------------|---------------|
| 9000   |      | [REDACTED]        |            |            | \$ [REDACTED] |
| 9140   | D307 | [REDACTED]        | [REDACTED] | [REDACTED] | [REDACTED]    |
| 914001 | D307 | [REDACTED]        |            |            |               |

| Item   | PSC  | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|-------------------|-----|------|-----------|
| 914002 | D307 | [REDACTED]        |     |      |           |
| 914003 | D307 | [REDACTED]        |     |      |           |
| 914004 | D307 | [REDACTED]        |     |      |           |
| 9150   | D307 | [REDACTED]        |     |      |           |
| 915001 | D307 | [REDACTED]        |     |      |           |
| 915002 | D307 | [REDACTED]        |     |      |           |
| 9160   | D307 | [REDACTED]        |     |      |           |
| 916001 | D307 | [REDACTED]        |     |      |           |
| 9240   | D307 | [REDACTED]        |     |      |           |
| 924001 | D307 | [REDACTED]        |     |      |           |
| 9250   | D307 | [REDACTED]        |     |      |           |
| 925001 | D307 | [REDACTED]        |     |      |           |
| 9340   | D307 | [REDACTED]        |     |      |           |
| 934001 | D307 | [REDACTED]        |     |      |           |
| 934002 | D307 | [REDACTED]        |     |      |           |
| 934003 | D307 | [REDACTED]        |     |      |           |
| 9350   | D307 | [REDACTED]        |     |      |           |
| 935001 | D307 | [REDACTED]        |     |      |           |
| 9440   | D307 | [REDACTED]        |     |      |           |

Fee Table (AUG 2011) - \*Note: Fee Table Effective as of modification 12

| Labor CLIN | Labor Hours | Estimated Cost | Fixed Fee | Total | Fee Rate/Hr | Fee Percentage |
|------------|-------------|----------------|-----------|-------|-------------|----------------|
|------------|-------------|----------------|-----------|-------|-------------|----------------|

|               |      |            |            |            |      |      |
|---------------|------|------------|------------|------------|------|------|
| 4100 (FY2011) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4110 (FY2011) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4120 (FY2011) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4130 (FY2011) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 4200 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4210 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4220 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4230 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 4300 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4310 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4320 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4330 (FY2012) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 4400 (FY2013) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4410 (FY2013) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4420 (FY2013) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 4430 (FY2013) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 7140 (FY2014) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 7240 (FY2014) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 7340 (FY2014) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 7440 (FY2014) | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 7150(FY2015)  | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 7250(FY2015)  | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
| 7350(FY2015)  | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |
|               |      |            |            |            |      |      |
| 7160(FY2016)  | ████ | ██████████ | ██████████ | ██████████ | ████ | ████ |

- The offeror shall divide the proposed fixed fee for each CLIN by the quantity of labor hours indicated to complete the table.

- In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

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

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

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>13 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

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

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

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

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

**B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)**

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



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>14 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

1.0 **BACKGROUND.** Naval Undersea Warfare Center Division Newport (NUWC DIVNPT), Code 2535, TRIDENT On-Site Office, Bangor (NUWC OSO BANGOR) is responsible for implementation, management and technical oversight of the Tactical Support Project (TSP). The TSP provides operational, management, analysis, engineering, software development, and test and evaluation support. TSP supports fleet tactical training and assessment efforts, tactical performance analysis and active emission monitoring. The support is provided through software systems (Anti-Submarine Warfare (ASW) Tactical Support System (A-TAS), SONAR Positional Reporting System (SPORTS), and Tactical Analysis System (TAS)), standalone products and other systems.

2.0 **SCOPE.** The contractor shall provide software development, data collection, database management, and website operation, maintenance, and documentation support to the Tactical Support Project. This effort falls under the scope of the Seaport-e contract basic statement of work paragraphs: 3.6, 3.12, 3.15, 3.18.

### 3.0 APPLICABLE DOCUMENTS.

- 3.1 NUWC-NPT Administrative Publication 11,787A, dtd 15 March 2009
- 3.2 NUWC-NPT Technical Memo 09-086, dtd 1 December 2009
- 3.3 MIL-STD-498 Software Development and Documentation
- 3.4 MIL-STD-973 Configuration Management
- 3.5 DoDI 8510.01 DoD Information Assurance Certification and Accreditation Process (DIACAP)
- 3.6 DoD Directive 8570.01 Information Assurance Training, Certification, and Workforce Management
- 3.7 DoD 8570.01-M Information Assurance Workforce Improvement Program

### 4.0 REQUIREMENTS

#### 4.1 SOFTWARE DEVELOPMENT AND FUNCTIONALITY

The contractor shall develop, test and document new analysis software and operator functionality to support TSP program development for:

- (1) TSP products within the existing website(s) and Tactical Analysis Toolbox (TAT) structures for exercise reconstruction and quantification; tactical performance analysis; tactical metric calculations, and active emission monitoring and impacts to Environmental Impact Studies;
- (2) Tactical training facilities; and
- (3) Evaluation of new tactical equipment or capabilities.

New capabilities are to be developed within and compatible with the current TSP software structure, operator interfaces and software interfaces with other TSP software. Analysis and evaluation capabilities to support training facilities and ranges are to be developed to function without changes to existing facilities, software design or controls. In response to program trouble reports, GFI Sec 6.1, the contractor shall review, modify, and test existing TSP software.

The contractor shall develop or review and revise software in the following areas:

- Analysis software in the areas of exercise reconstruction and automation of reconstruction software.
- New or modified analysis software to support timely tactical performance analysis and tactical

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>15 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

metric analysis, including Navy Mission Essential Task List (NMETLs) element/Navy Tactical Tasks (NTA) calculations, system, and equipment metrics.

- Exercise replay capability
- Integration of operational assessment tools and upgrades to display capability
- Standalone and web based analysis and analysis support software tools.
- Standalone software, and modification of import and export functionality..
- Measures of Performance (MOPs) and Measures of Effectiveness (MOEs) for all aspects of tactical, sensor, equipment and combat system evaluation.
- Data ingestion or export capabilities.
- Analysis requirements as they relate to objects or systems that generate acoustic noise for detection, attack, tracking or deception.
- Active emission monitoring (statistical analysis, area utilization, environmental impact study support, marine mammal investigations and analysis).

The contractor shall document all software development and provide development operation documentation for software development tasks. The contractor shall provide inputs on the design, capability and structure of new analysis capabilities to meet fleet and analytical requirements. The contractor shall provide inputs on the content and format of training for fleet and analysis activities on analysis capabilities and upgrades. The contractor shall provide a contract summary report of all work accomplished by this task in accordance with CDRL A001.

In performing the above tasks, the contractor shall utilize:

- Java 5 or later
- .NET
- Classic ASP (CLASP) using JScript and VBScript, and
- SQL

4.1.1 **DELIVERABLES:** Software development efforts and inputs to new software capabilities and training development shall be recorded in the TSP project management tool and delivered In Accordance With (IAW) CDRL A004. Software design modifications and changes to software operation shall be recorded on the TSP collaborative documentation website (wiki) IAW CDRL A004. Contract Summary report delivered in accordance with CDRL A001.

**Performance Standard:** All source code is complete, tested, and documented IAW CDRL A004 . Documentation is logically sound, grammatically correct, and properly formatted. Software development actions are recorded in TSP project management tool upon completion of software development and testing. Software documentation of software development on the collaborative documentation website (wiki) are completed upon completion of development and testing.

#### 4.2 **SUBJECT MATTER EXPERT SUPPORT**

The contractor shall provide Subject Matter Experts (SMEs) in areas of Mine Warfare (MIW), Undersea Warfare (USW), Surface Warfare (SUW), Electronic Warfare (EW) and Intelligence, Surveillance and Reconnaissance (ISR) operations to support reconstruction, analysis and assessment of the performance of TSP analysis and assessment capabilities, fleet operations (theater commands, battle groups, platforms (ships, submarines and aircraft), and crews), shipboard sensor and combat systems. SMEs shall:

- Contribute to the reconstruction and analysis of fleet exercises and operations (GFI Sec 6.2);
- Provide technical inputs to reports/briefing materials on the following topics (GFI Sec 6.2):
  - Performance of TSP reconstruction, analysis and assessment capabilities;
  - Results of reconstruction, analysis and assessment of fleet units and crews during shore based training, exercise and fleet operations; the results of analysis and assessment of aircraft and shipboard sensor, and combat systems;
  - Improvement or development of reconstruction, analysis and performance assessment

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>16 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- software and tools, and participate in the evaluation of these capabilities;
- Performance trends of fleet warfare performance at the fleet, unit and crew level;
- Development of system and equipment metrics to support TSP analysis and assessment of fleet operations, and equipment test and evaluation.
- Conduct of system test and evaluation to support analysis and assessment of system performance measures and metrics.
- Development, validation, and fielding of new reconstruction, analysis and performance assessment capabilities for TSP systems and fleet trainers.
- Contribute to the development of briefing materials and other technical documentation in support of (GFI Sec 6.2):
  - Meetings and working groups that govern performance assessment; and
  - Reviews, workshops and meetings related to the evaluation of tactical system performance including tactical decision making;
- Develop technical reports and presentation material on the reconstruction and analysis of exercises, operations and tests (GFI Sec 6.2).

The contractor shall provide a contract summary report of all work accomplished by this task in accordance with CDRL A001.

4.2.1 DELIVERABLES: Technical inputs to new software capabilities and tools shall be recorded in the TSP project management tool and delivered IAW CDRL A004. Technical reports to be delivered IAW CDRL A002. Presentation/briefing materials to be delivered IAW CDRL A003. Contract Summary report delivered in accordance with CDRL A001.

Performance Standard: Presentation/briefing materials and technical inputs are logically sound, grammatically correct, and properly formatted. Technical inputs are recorded and stored in TSP project management tool upon completion. Technical reports conform to Applicable Documents 3.2 and IAW CDRL A002. Presentation/briefing materials conform to the requirements in Applicable Documents 3.1 and IAW CRDL A003.

#### 4.3 DATA COLLECTION

The contractor shall review, revise, and test existing TSP data collection capabilities (message, software, web based, automated data collection, standardized exercise data XML (Tactical Analysis Markup Language (TAML)), and data processing) in response to program trouble reports (GFI Sec 6.1). The contractor shall develop and document new data collection software and operator functionality to support TSP program development. Changes to data collection capabilities will be based on new data collection requirements, modification of existing data collection requirements, and exercise lessons learned directed by the customer and provided as GFI (GFI Sec 6.3). New data collection capabilities and upgrades to existing capabilities are to be developed within the existing data collection environment and interfaces with other TSP software. Software to be developed, improved or modified include:

- Existing software to support revised customer data collection methods or requirements (data collection element addition or deletion) in accordance with the interface specification (GFI Sec 6.4);
- Additional platform, staff, or trainer data collection, and data collection handling software for platforms and staffs (ships, submarines, aircraft, undersea surveillance ships and sensors, undersea surveillance watch organizations, ASW commander (ASWC), MIW commander (MIWC), Sea Combat Commander (SCC), Battle group commander, ASW Theater Commander and watch organization, Joint Theater Commander and watch organization) and trainers;
- Data collection capability for marine mammal, active emission monitoring and impacts to Environmental Impact Studies and compliance;
- Functionality of existing software to minimize data collection errors, errors in processing

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>17 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- incoming data and operator requirements;
- Data collection input and output formats to meet updated customer data collection requirements; and
- Data collection message/system modifications (updated data collection capability, additions or deletions of data elements, data element format changes, and message format changes) in support of revised collection requirements or platform automated data collection capability.

The contractor shall document all changes to software and website operation. The contractor shall perform installation, testing and removal of platform exercise data collection tools and equipment including the Marine Inertial Navigation System (MINS) units to support data collection and provide operator familiarization for the operation of these systems for ASW and MIW exercises. The contractor shall develop and operate, specialized data collection equipment or instrumentation to support unique exercise requirements as required to meet fleet data collection, training and operational analysis requirements. The contractor shall provide installation, troubleshooting and operational support for the specialized data collection equipment. The contractor shall provide operator familiarization for specialized data collection equipment when the equipment is installed on the platform.

In performing the above tasks, the contractor shall utilize:

- Java 5 or later
- .NET
- Classic ASP (CLASP) using JScript and VBScript
- SQL, and
- XML

4.3.1 DELIVERABLES: Software development efforts and inputs to new software capabilities and training development shall be recorded in the TSP project management tool and delivered IAW CDRL A004. Software design modifications and changes to software operation shall be recorded on the TSP collaborative documentation website (wiki) IAW CDRL A004. Data collection instrumentation (development, installation and removal) shall be documented in the Contract Summary Report (CDRL A001).

Performance Standard: All source code is complete, tested, and documented IAW CDRL A004. Documentation is logically sound, grammatically correct, and properly formatted.

#### 4.4 ADMINISTRATION, DOCUMENTATION, MAINTENANCE AND UPGRADE OF WEBSITES AND DATABASES

The contractor shall administer website security and operation. The contractor shall provide system administrator services for the TSP equipment and websites. **Personnel performing these services shall be qualified as Information Assurance Technical Level 1 (IAT-1) in accordance with applicable document 3.7.** Services include the following: maintaining computer security, equipment maintenance, website operation and administration to support Authority to Operate (ATO) for both the primary TSP server operation at NUWC Newport and the alternate TSP server site at NUWC On-Site Office, Bangor, Washington. The contractor shall act as the TSP websites system administrator. As the system administrator, the contractor shall work with NUWC network administrators and computer security personnel to ensure that TSP websites maintain the necessary standards and connectivity to support TSP users. The contractor shall monitor website and system performance and connectivity. The contractor will provide inputs to updating the TSP website hardware and software. The contractor will document website and equipment actions.

The contractor shall review, revise and maintain website and database documentation, and website online user documentation. As the TSP database manager, the contractor shall provide software

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>18 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

development and documentation for changes and modifications to all TSP related databases to support TSP and customer upgrades (data structure and content, data analysis tools, data mining tools, modifications to data or display formats or functionality, and changes to data retrieval requirements). The contractor shall provide a contract summary report of all work accomplished by this task in accordance with CDRL A001.

In performing the above tasks, the contractor shall utilize:

- Java 5 or later
- .NET
- Classic ASP (CLASP) using JScript and VBScript, and
- SQL

4.4.1 DELIVERABLES: System administrator actions and changes to the databases shall be documented in the TSP project management tool IAW CDRL A004. Changes in database design and operation shall be documented on the TSP collaborative documentation website (wiki) IAW CDRL A004. Contract Summary report delivered in accordance with CDRL A001.

Performance Standard: All source code is complete, tested, and documented IAW CDRL A004 IAW CDRL A004. Documentation is logically sound, grammatically correct, and properly formatted .

5.0 PROGRESS REPORTS. The contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16S Cost and Performance reporting.

## 6.0 GOVERNMENT FURNISHED INFORMATION

6.1 Program trouble reports will be provided to support investigation and correction.

6.2 Fleet exercise schedule information and exercise data will be provided to support reconstruction and analysis support, development of presentation material and development of technical reports.

6.3 Fleet lessons learned applicable to required software development.

6.4 Government furnished software, code and documentation.

Access to government furnished software, code and documentation will be provided upon award of the task order and access to TSP computer systems is authorized.

GFI provided during the contract and not maintained on government systems shall be returned to the Government at the end of the period of performance.

## 7.0 QUALITY SURVEILLANCE & PERFORMANCE STANDARDS

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the specific performance standards identified in task paragraphs. Responsiveness will be evaluated based upon the government experience interacting with the contractor during performance . Timeliness will be evaluated based on the contractor's ability to meet TSP delivery schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to negotiated costs.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>19 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

## **C16S COST AND PERFORMANCE REPORTING (OCT 2012)**

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

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

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

### (1) Access:

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

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

### (2) Format.

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

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

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

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

b) Contractor's Performance Report:

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>20 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

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

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

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

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

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

**(4) Submission and Approval.**

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

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

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

**C25S ACCESS TO GOVERNMENT SITE (OCT 2009)**

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

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

The Contractor shall ensure that Contractor personnel employed on any Government site become

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>21 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/EMS\\_EnvPolicy1.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf)

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: [http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001\\_2009 Training.pdf](http://www.navsea.navy.mil/nuwc/newport/docs/External ISO14001_2009 Training.pdf)

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

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

(a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>

(b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.

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

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

#### **C55S SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (DEC 2006)**

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>22 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

- (3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;
- (4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI@;
- (5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;
- (6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;
- (7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;
- (8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;
- (9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.
- (b) The SDP shall be delivered to the Government for concurrence under CDRL A00x and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

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

- (a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).
- (b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>23 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION D PACKAGING AND MARKING

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

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

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

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

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

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

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

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

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

### D24S PROHIBITED PACKING MATERIALS (JUN 2004)

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>24 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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

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

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

Item(s) - 4000 and 7000 Series CLINs Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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

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

#### **HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)**

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>25 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION F DELIVERABLES OR PERFORMANCE

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

|      |                        |
|------|------------------------|
| 4100 | 9/30/2010 - 9/29/2011  |
| 4110 | 9/30/2011 - 9/15/2012  |
| 4120 | 9/16/2012 - 8/31/2013  |
| 4130 | 9/30/2013 - 8/31/2014  |
| 4200 | 12/16/2010 - 9/29/2011 |
| 4210 | 8/20/2012 - 9/30/2012  |
| 4220 | 9/16/2012 - 9/15/2013  |
| 4230 | 9/16/2013 - 9/15/2014  |
| 4310 | 9/30/2011 - 8/31/2012  |
| 4320 | 9/16/2012 - 9/15/2013  |
| 4330 | 9/30/2013 - 9/29/2014  |
| 6100 | 9/30/2010 - 9/29/2011  |
| 6110 | 9/30/2011 - 9/15/2012  |
| 6120 | 9/16/2012 - 8/31/2013  |
| 6130 | 9/30/2013 - 8/31/2014  |
| 6200 | 12/16/2010 - 9/29/2011 |
| 6210 | 8/20/2012 - 9/30/2012  |
| 6220 | 9/16/2012 - 9/15/2013  |
| 6230 | 9/16/2013 - 9/15/2014  |
| 6310 | 9/30/2011 - 8/31/2012  |
| 6320 | 9/16/2012 - 9/15/2013  |
| 6330 | 9/30/2013 - 9/29/2014  |
| 7140 | 9/1/2014 - 8/31/2015   |
| 7150 | 9/1/2015 - 11/30/2015  |
| 7160 | 12/1/2015 - 3/31/2016  |
| 7240 | 9/16/2014 - 9/15/2015  |
| 7250 | 9/16/2015 - 9/15/2016  |
| 7340 | 9/16/2014 - 9/15/2015  |
| 7350 | 9/16/2015 - 9/15/2016  |
| 9140 | 9/1/2014 - 8/31/2015   |
| 9150 | 9/1/2015 - 11/30/2015  |
| 9160 | 12/1/2015 - 3/31/2016  |
| 9240 | 9/30/2014 - 9/29/2015  |
| 9250 | 9/16/2015 - 9/15/2016  |
| 9340 | 9/16/2014 - 9/15/2015  |
| 9350 | 9/16/2015 - 9/15/2016  |

### F1S PERIOD OF PERFORMANCE (JUN 2010)

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

| CLIN        | Funding Type | Base or Option # | Performance Period |
|-------------|--------------|------------------|--------------------|
| 4100 & 6100 | OMN&N        | Base             | 9/30/10 - 9/29/11  |
| 4200 & 6200 | RDT&E        | Option 1         | 12/16/10 - 9/29/11 |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>26 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|             |       |           |                    |
|-------------|-------|-----------|--------------------|
| 4300 & 6300 | OPN   | Option 2  | 9/30/10 - 9/29/11* |
| 4400 & 6400 | NWCF  | Option 3  | 9/30/10 - 9/29/11* |
|             |       |           |                    |
| 4110 & 6110 | OMN&N | Option 4  | 9/30/11 - 9/15/12  |
| 4210 & 6210 | RDT&E | Option 5  | 8/20/12 - 9/15/12  |
| 4310 & 6310 | OPN   | Option 6  | 9/30/11 - 8/31/12  |
| 4410 & 6410 | NWCF  | Option 7  | 9/30/11 - 9/29/12* |
|             |       |           |                    |
| 4120 & 6120 | OMN&N | Option 8  | 9/16/12 - 8/31/13  |
| 4220 & 6220 | RDT&E | Option 9  | 9/16/12 - 9/15/13  |
| 4320 & 6320 | OPN   | Option 10 | 9/16/12 - 9/15/13  |
| 4420 & 6420 | NWCF  | Option 11 | 9/30/12 - 9/29/13* |
|             |       |           |                    |
| 4130 & 6130 | OMN&N | Option 12 | 9/01/13 - 8/31/14  |
| 4230 & 6230 | RDT&E | Option 13 | 9/16/13 - 9/15/14  |
| 4330 & 6330 | OPN   | Option 14 | 9/16/13 - 9/15/14  |
| 4430 & 6430 | NWCF  | Option 15 | 9/30/13 - 9/29/14* |
|             |       |           |                    |
| 7140 & 9140 | OMN&N | Option 16 | 9/01/14 - 8/31/15  |
| 7240 & 9240 | RDT&E | Option 17 | 9/16/14 - 9/15/15  |
| 7340 & 9340 | OPN   | Option 18 | 9/16/14 - 9/15/15  |
| 7440 & 9440 | NWCF  | Option 19 | 9/30/14 - 9/29/15* |
|             |       |           |                    |
| 7150 & 9150 | OMN&N | Option 20 | 9/01/15 - 11/30/15 |
| 7250 & 9250 | RDT&E | Option 21 | 9/16/15 - 9/15/16  |
| 7350 & 9350 | OPN   | Option 22 | 9/16/15 - 9/15/16  |
|             |       |           |                    |
| 7160 & 9160 | OMN&N | Option 23 | 12/01/15 - 3/31/16 |
|             |       |           |                    |

\* If option is exercised. NOTE: The option periods of performance are estimated and projected for planning purposes. However, if the option is not exercised prior to the beginning of the option's projected performance period as outlined in the schedule, upon receipt of funds, the contracting officer will modify the schedule. The option's performance timeframe shall be adjusted to correlate to the timeframe commensurate with the exercise of the option for a period not to exceed 12 months.

#### **F22S DELIVERY OF DATA (JUN 2004)**

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

#### **F30S PLACE OF PERFORMANCE (APR 2005)**

Work will be performed at the Government's facility or other locations, as required by the statement of work. Travel to the following locations is anticipated: San Diego, CA; Norfolk, VA; Washington, DC and Bangor, WA.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>27 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

(c) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific ACRNs and SLIN numbers shown on each individual invoice, including attached data.

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

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

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

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

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

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

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

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

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

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

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

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>28 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

**COST VOUCHER**

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

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

**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 \*

| <i>Field Name in WAWF</i> | <i>Data to be entered in WAWF</i> |
|---------------------------|-----------------------------------|
| Pay Official DoDAAC       | HQ0337                            |
| Issue By DoDAAC           | N66604                            |
| Admin DoDAAC              | S2206A                            |
| Inspect By DoDAAC         | Not Applicable                    |
| Ship To Code              | Not Applicable                    |
| Ship From Code            | Not Applicable                    |
| Mark For Code             | Not Applicable                    |
| Service Approver (DoDAAC) | N66604                            |
| Service Acceptor (DoDAAC) | Not Applicable                    |
| Accept at Other DoDAAC    | Not Applicable                    |
| LPO DoDAAC                | Not Applicable                    |
| DCAA Auditor DoDAAC       | HAA610                            |
| Other DoDAAC(s)           | Not Applicable                    |

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

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

[elizabeth.beshara@navy.mil](mailto:elizabeth.beshara@navy.mil)

(g) *WAWF point of contact.*

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>29 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

**Jerry Palmer at (401)832-4964 or [gerard.palmer@navy.mil](mailto:gerard.palmer@navy.mil)**

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

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

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

**G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)**

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

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



formal modification.

(c) The Contracting Officer is:

[REDACTED]

(d) The Task Order Negotiator is:

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

(g) The Contractor's Representative is:

[REDACTED]

**G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)**

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

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

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



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]





[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>42 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>43 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

(k) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

| CLIN        | Funding Type     | Base or Option # | Hours Contractor Site | Hours Government Site | Total Hours   |
|-------------|------------------|------------------|-----------------------|-----------------------|---------------|
| <b>4100</b> | <b>OMN&amp;N</b> | <b>Base</b>      | <b>2,680</b>          | <b>14,737</b>         | <b>17,417</b> |
| <b>4110</b> | <b>OMN&amp;N</b> | <b>Option 4</b>  | <b>2,680</b>          | <b>12,323</b>         | <b>15,003</b> |
| <b>4120</b> | <b>OMN&amp;N</b> | <b>Option 8</b>  | <b>2,680</b>          | <b>8,652</b>          | <b>11,332</b> |
| 4130        | OMN&N            | Option 12        | 2,680                 | 24,120                | 26,800        |
| 7140        | OMN&N            | Option 16        | 2,680                 | 24,120                | 26,800        |
| 7150        | OMN&N            | Option 20        | 141                   | 1,268                 | 1,409         |
| 7160        | OMN&N            | Option 23        | 1,977                 | 17,794                | 19,771        |
|             |                  | Totals           | 15,518                | 103,014               | 118,532       |
|             |                  |                  |                       |                       |               |
|             |                  |                  |                       |                       |               |
| 4200        | RDT&E            | Option 1         | 565                   | 5,085                 | 5,650         |
| 4210        | RDT&E            | Option 5         | 565                   | 5,085                 | 5,650         |
| 4220        | RDT&E            | Option 9         | 293                   | 2,632                 | 2,925         |
| 4230        | RDT&E            | Option 13        | 293                   | 2,632                 | 2,925         |
| 7240        | RDT&E            | Option 17        | 293                   | 2,632                 | 2,925         |
| 7250        | RDT&E            | Option 21        | 773                   | 6,961                 | 7,734         |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>44 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|      |                     |           |        |         |         |
|------|---------------------|-----------|--------|---------|---------|
|      |                     | Totals    | 2,009  | 25,027  | 27,809  |
| 4300 | OPN                 | Option 2  | 770    | 6,930   | 7,700   |
| 4310 | OPN                 | Option 6  | 770    | 6,930   | 7,700   |
| 4320 | OPN                 | Option 10 | 770    | 6,930   | 7,700   |
| 4330 | OPN                 | Option 14 | 770    | 6,930   | 7,700   |
| 7340 | OPN                 | Option 18 | 770    | 6,930   | 7,700   |
| 7350 | OPN                 | Option 22 | 773    | 6,961   | 7,734   |
|      |                     | Totals    | 4,623  | 41,611  | 46,234  |
| 4400 | NWCF                | Option 3  | 135    | 1,215   | 1,350   |
| 4410 | NWCF                | Option 7  | 135    | 1,215   | 1,350   |
| 4420 | NWCF                | Option 11 | 135    | 1,215   | 1,350   |
| 4430 | NWCF                | Option 15 | 135    | 1,215   | 1,350   |
| 7440 | NWCF                | Option 19 | 135    | 1,215   | 1,350   |
|      |                     | Totals    | 675    | 6,075   | 6,750   |
|      | Total of all CLINs: |           | 19,934 | 179,391 | 199,325 |

**5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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

| ITEM   | ALLOT ESTIMATED TO COST | ALLOT ESTIMATED TO FEE | TOTAL AMOUNT ALLOTTED | ESTIMATED PERIOD OF PERFORMANCE              |
|--------|-------------------------|------------------------|-----------------------|--|
|        |                         |                        | \$ [REDACTED]         | 6/30/2012                                    |
| 431003 | [REDACTED]              | [REDACTED]             | [REDACTED]            | n/a  |
| 431004 | [REDACTED]              | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 431005 | [REDACTED]              | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 431006 | \$ [REDACTED]           | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 411005 | [REDACTED]              | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 611002 | [REDACTED]              | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 631002 | [REDACTED]              | [REDACTED]             | [REDACTED]            | 4/6/12 - 8/31/12                             |
| 411006 | [REDACTED]              | [REDACTED]             | [REDACTED]            | Effective date of modification 12 - 08/31/12 |





|        |            |            |            |  |
|--------|------------|------------|------------|--|
| 422008 | ██████████ | ██████████ | ██████████ | Effective date of modification 16 - 09/15/13 |
| 422009 | ██████████ | ██████████ | ██████████ | Effective date of modification 16 - 09/15/13 |
| 422010 | ██████████ | ██████████ | ██████████ | Effective date of modification 16 - 09/15/13 |
| 412008 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 17 - 8/31/13           |
| 412009 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 17 - 8/31/13           |
| 412010 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 17 - 8/31/13           |
| 412011 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 17 - 8/31/13           |
| 612003 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 17 - 8/31/13           |
| 432004 | ██████████ | ██████████ | ██████████ | Mod 18 Award - 9/15/13                       |
| 432005 | ██████████ | ██████████ | ██████████ | Mod 18 Award - 9/15/13                       |
| 432006 | ██████████ | ██████████ | ██████████ | Mod 18 Award - 9/15/13                       |
| 432007 | ██████████ | ██████████ | ██████████ | Mod 18 Award - 9/15/13                       |
| 413001 | ██████████ | ██████████ | ██████████ | 09/01/13 - 08/31/14                          |
| 413002 | ██████████ | ██████████ | ██████████ | 09/01/13 - 08/31/14                          |
| 413003 | ██████████ | ██████████ | ██████████ | 09/01/13 - 08/31/14                          |
| 423001 | ██████████ | ██████████ | ██████████ | 09/16/13 - 9/15/14                           |
| 423002 | ██████████ | ██████████ | ██████████ | 09/16/13 - 9/15/14                           |
| 433001 | ██████████ | ██████████ | ██████████ | 09/16/13 - 09/15/14                          |
| 433002 | ██████████ | ██████████ | ██████████ | 09/16/13 - 09/15/14                          |
| 613001 | ██████████ | ██████████ | ██████████ | 09/01/13 - 08/31/14                          |
| 613002 | ██████████ | ██████████ | ██████████ | 09/01/13 - 09/31/14                          |
| 623001 | ██████████ | ██████████ | ██████████ | 09/16/13 - 09/15/14                          |
| 423003 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 21 - 09/15/14          |
| 423004 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 21 - 09/15/14          |
| 623002 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 21 - 09/15/14          |
| 413004 | ██████████ | ██████████ | ██████████ | Effective Date of Mod 21 - 8/31/14           |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>47 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|        |               |            |            |  |
|--------|---------------|------------|------------|--|
| 413005 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective Date of Mod 22<br>- 8/31/14    |
| 413006 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective Date of Mod 22<br>- 8/31/14    |
| 613003 | \$ [REDACTED] | [REDACTED] | [REDACTED] | Effective Date of Mod 22<br>- 8/31/14    |
| 423005 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective Date of Mod<br>23-9/15/14      |
| 714001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/14 - 08/31/15                      |
| 714002 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/14 - 08/31/15                      |
| 714003 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/14 - 08/31/15                      |
| 914001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/14 - 08/31/15                      |
| 914002 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/14 - 08/31/15                      |
| 613004 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 24<br>- 08/31/14   |
| 734001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/14 - 09/15/15                      |
| 934001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/14 - 09/15/15                      |
| 724001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/14 - 09/15/15                      |
| 924001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/14 - 09/15/15                      |
| 914003 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 27<br>- 08/31/15   |
| 734002 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 28<br>- 09/15/15   |
| 934002 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 28<br>- 09/15/15   |
| 734003 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 29<br>- 09/15/15   |
| 934003 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 29<br>- 09/15/15   |
| 714004 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 30<br>- 08/31/15   |
| 914004 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 30<br>- 08/31/15   |
| 734004 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 31<br>- 09/15/15   |
| 724002 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 32<br>- 09/15/2015 |
| 714005 | [REDACTED]    | [REDACTED] | [REDACTED] | Effective date of Mod 33<br>- 08/31/15   |
| 411003 | [REDACTED]    | [REDACTED] | [REDACTED] | N/A                                      |
| 715001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/15 - 11/30/15                      |
| 715002 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/15 - 11/30/15                      |
| 915001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/15 - 11/30/15                      |
| 410004 | [REDACTED]    | [REDACTED] | [REDACTED] | N/A                                      |
| 915002 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/01/15 - 11/30/15                      |
| 725001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/15 - 09/15/16                      |
| 735001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/15 - 09/15/16                      |
| 925001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/15 - 09/15/16                      |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>48 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|        |               |            |            |                     |
|--------|---------------|------------|------------|---------------------|
| 935001 | [REDACTED]    | [REDACTED] | [REDACTED] | 09/16/15 - 09/15/16 |
| 410004 | [REDACTED]    | [REDACTED] | [REDACTED] | N/A                 |
| 410004 | [REDACTED]    | [REDACTED] | [REDACTED] | N/A                 |
| 716001 | [REDACTED]    | [REDACTED] | [REDACTED] | 12/01/15 - 03/31/16 |
| 916001 | \$ [REDACTED] | [REDACTED] | [REDACTED] | 12/01/15 - 03/31/16 |

(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.

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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

c) Below is a list of the key personnel:

| <b>Name</b>          | <b>Company</b> | <b>Labor Category</b>                 |
|----------------------|----------------|---------------------------------------|
| Brian Guimond        | MIKEL          | Engineer IV                           |
| Wayne Fuller         | MIKEL          | Manager, Program/Project II           |
| Steven Nardone       | MIKEL          | Engineer IV                           |
| James Smith          | MIKEL          | Technician, Electrical/Electronic III |
| Mike Cregge          | MIKEL          | Analyst, Operations I                 |
| Walter Wojciechowski | MIKEL          | Engineer IV                           |
| David Marquet        | Practicum      | Analyst, Operations III               |
| Louis Caretti        | TSM            | Manager, Program/Project III          |
| Frank Bonacquisti    | TSM            | Analyst, Computer Systems III         |
| Fred Cunliffe, Jr.   | TSM            | Specialist, Training III              |
| Christopher Trump    | TSM            | Engineer, Systems III                 |
| Michael Cory         | TSM            | Engineer, Systems III                 |
| Deirdre Turner       | CSC            | Computer Programmer IV                |
| William Pittsley     | GDIT           | Engineer, Systems IV                  |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>49 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

### **5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

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

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

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

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

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

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

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

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

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

### **H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)**

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

### **H61S GOVERNMENT FURNISHED PROPERTY (GFP) (NOV 2010)**

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

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

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>50 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

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

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

#### **H81X TRAVEL RESPONSIBILITIES (OCT 2011)**

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>51 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## **SECTION I CONTRACT CLAUSES**

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)**
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)**
- 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)**
- 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER (APR 1984)**
- 52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)**
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)**
- 52.245-1 GOVERNMENT PROPERTY (AUG 2010)**
- 52.245-9 USE AND CHARGES (AUG 2010)**
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)**
- 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)**
- 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)**
- 252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)**
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)**
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)**
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)**
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)**
- 252.227-7030 TECHNICAL DATA -- WITHHOLDING OF PAYMENT (MAR 2000)**
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)**

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>52 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

**252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)**

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

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

**252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)**

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

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

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

**252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (MAY 2011)**

**252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (AUG 2011)**

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

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

| Option No. | CLIN        | Fund Type | Exercise Date – No Later Than |
|------------|-------------|-----------|-------------------------------|
| 1          | 4200 & 6200 | RDT&E     | 22-Dec-10                     |
| 2          | 4300 & 6300 | OPN       | 22-Dec-10                     |
| 3          | 4400 & 6400 | NWCF      | 22-Dec-10                     |
|            |             |           |                               |
| 4          | 4110 & 6110 | OMN&N     | 22-Dec-11                     |
| 5          | 4210 & 6210 | RDT&E     | August 31, 2012               |
| 6          | 4310 & 6310 | OPN       | 22-Dec-11                     |
| 7          | 4410 & 6410 | NWCF      | 22-Dec-11                     |
|            |             |           |                               |
| 8          | 4120 & 6120 | OMN&N     | 22-Dec-12                     |
| 9          | 4220 & 6220 | RDT&E     | 22-Dec-12                     |
| 10         | 4320 & 6320 | OPN       | 22-Dec-12                     |
| 11         | 4420 & 6420 | NWCF      | 22-Dec-12                     |
|            |             |           |                               |
| 12         | 4130 & 6130 | OMN&N     | 22-Dec-13                     |
| 13         | 4230 & 6230 | RDT&E     | 22-Dec-13                     |
| 14         | 4330 & 6330 | OPN       | 22-Dec-13                     |
| 15         | 4430 & 6430 | NWCF      | 22-Dec-13                     |
|            |             |           |                               |
| 16         | 7140 & 9140 | OMN&N     | 22-Dec-14                     |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>53 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|           |                        |                  |                  |
|-----------|------------------------|------------------|------------------|
| 17        | 7240 & 9240            | RDT&E            | 22-Dec-14        |
| 18        | 7340 & 9340            | OPN              | 22-Dec-14        |
| 19        | 7440 & 9440            | NWCF             | 22-Dec-14        |
|           |                        |                  |                  |
| 20        | 7150 & 9150            | OMN&N            | 01 Sept 15       |
| 21        | 7250 & 9250            | RDT&E            | 16 Sept 15       |
| 22        | 7350 & 9350            | OPN              | 16 Sept 15       |
| <b>23</b> | <b>7150 &amp; 9150</b> | <b>OMN&amp;N</b> | <b>16 Mar 31</b> |

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

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

#### **52.244-2 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: **Any new additional subcontracts not approved in the original task order award.**



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>54 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>55 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

44.3.

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4455 | DELIVERY ORDER NO.<br>N401 | AMENDMENT/MODIFICATION NO.<br>39 | PAGE<br>56 of 56 | DRAFT |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## **SECTION J LIST OF ATTACHMENTS**

Revised DD254 - Contract Security Classification Specification

DD1423 - Contract Data Requirements List (CDRLs) with Addendum

Government Property Made Available

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software