

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7834		2. DELIVERY ORDER NO. N6660417F3006		3. EFFECTIVE DATE 2017 Jun 30		4. PURCH REQUEST NO. 1300644458		5. PRIORITY DO-C9		
6. ISSUED BY NUWC, NEWPORT DIVISION 1176 Howell Street, Building 1258 Newport RI 02841-1708			CODE N66604	7. ADMINISTERED BY DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138			CODE S2206A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR Mikel Inc. 275 Martine Street, Suite 108 Fall River MA 02723-1500			CODE 1P0F9	FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							X SMALL			
					12. DISCOUNT TERMS Net 30 Days		SMALL DISADVANTAGED			
					WIDE AREA WORK FLOW		X WOMEN-OWNED			
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G					
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
	PURCHASE	<input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Mikel Inc. _____										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT			
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA			25. TOTAL	[REDACTED]		
				[REDACTED]			26. DIFFERENCES			
				06/30/2017			CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		PARTIAL				35. BILL OF LADING NO.		
				FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		
								42. S/R VOUCHER NO.		

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GENERAL INFORMATION

Distribution: [REDACTED]

NAICS: 541330

NUWCDIVNPT Requisition Numbers: 1300644458 and 1300653203.

NUWCDIVNPT Control Number: 170363

This Task Order incorporates the following Technical Instruction (TI): TI-BYCPFF-GCSM-02.

NUWCDIVNPT Point of Contact: [REDACTED]

SeaPort-e Solicitation #N00024-16-R-3163

This award document constitutes acceptance of Mikel Inc.'s original proposal dated 6 January 2017.

The following changes are made from the solicitation document:

Section A:

1. Clause A9S "Task Order General Information (JAN 2012)" is deleted in its entirety.
2. Clause A10S "Special Notice (JAN 2012)" is deleted in its entirety.

Section B:

1. Award Base Year CLINs 7100/9100 with a Period of Performance of 07/01/17-06/30/2018.
Note: Costs cannot be incurred on CLINs 7100/9100 prior to 07/01/2017.
2. Award Option 5 FFP CLIN 8101 with a Period of Performance of 07/01/2017-09/30/2017.
Note: Costs cannot be incurred on CLIN 8101 prior to 07/01/2017.
3. Clause "Fee Table (JUL 2012)" is updated to include award specific information.
4. Clause HQ B-2-0010 "NOTE (OPTION)" is deleted in its entirety.
5. Clause "Note C (ODC)" is deleted in its entirety.
6. Establish Priced SLINs 7101AA and 9101AA and Informational SLIN 810101.

Section F:

1. Update Clause HQ F-1-0003 "Performance Language for LOE Services" to include award specific information.

Section G:

1. Accounting and Appropriation Data: LLAs (AA/7101AA, AB/810101, and AA/9101AA) are added to reflect initial task order funding.
2. Update Clause 252.232-7006 "Wide Area Workflow Payment Instructions" (MAY 2013) to include award specific information.
3. Update Clause G10S "Contractual Authority and Communications: (JUN 2012) to include award specific information.
4. Update Clause G14S "Contractor's Senior Technical Representative" (AUG 2005) with award

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specific information.

Section H:

1. Revise Clause 5252.237-9106 "Substitution of Personnel" (SEP 1990) to add "See Attachment 4: List of Approved Key Personnel."
2. Revise clause 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010).
3. Clause 5252.232-9104 "ALLOTMENT OF FUNDS (JAN 2008)" has been deleted.

Section I:

1. Revise dates in clause 52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(SEP 2009).
2. Update Clause 52.244-2 "Subcontracts (OCT 2010) to insert "N/A".

Section J:

1. Attachment 1: DD Form 254: Contract Security Classification Specification is revised to include award specific information.
2. Attachment 4 "List of Approved Key Personnel" is added.
3. Exhibit A: DD Form 1423: Contract Data Requirements List is revised to include award specific information.

Sections K, L & M are deleted in their entirety.

As a result of the award of CLINs 7100/9100 and 8101, the total awarded value of the Task Order is increased by [REDACTED] to [REDACTED]

The total potential value of this Task Order; if all options are exercised, is [REDACTED]; the total level of effort at time of Task Order award is [REDACTED]

The confirmed Task Order is contained in the SeaPort-e Portal and EDA.

All other terms and conditions remain unchanged

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 [REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7101		[REDACTED]					[REDACTED]
7101AA	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7300	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7500	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7999		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total
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Price

8000		[REDACTED]			[REDACTED]
8101	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
810101	R425	[REDACTED]			
8102	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8103	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8104	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8201	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8202	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8203	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8204	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8301	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

8302	R425	[REDACTED]	[REDACTED]	[REDACTED]
8303	R425	[REDACTED]	[REDACTED]	[REDACTED]
8304	R425	[REDACTED]	[REDACTED]	[REDACTED]
8401	R425	[REDACTED]	[REDACTED]	[REDACTED]
8402	R425	[REDACTED]	[REDACTED]	[REDACTED]
8403	R425	[REDACTED]	[REDACTED]	[REDACTED]
8404	R425	[REDACTED]	[REDACTED]	[REDACTED]
8501	R425	[REDACTED]	[REDACTED]	[REDACTED]
8502	R425	[REDACTED]	[REDACTED]	[REDACTED]

8503 R425 [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

8504 R425 [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8999		[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000		[REDACTED]			[REDACTED]
9100	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9101		[REDACTED]			[REDACTED]
9101AA	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
9200	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
9300	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
9400	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			
		[REDACTED]			
9500	R425	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]			

Item PSC Supplies/Services Qty Unit Est. Cost

██████████
██████████

FEE TABLE (JUL 2012)

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Rate Per Hour	Fee Percentage
7100	██████████	██████████	██████████	██████████	██████████	██████████
7200	██████████	██████████	██████████	██████████	██████████	██████████
7300	██████████	██████████	██████████	██████████	██████████	██████████
7400	██████████	██████████	██████████	██████████	██████████	██████████
7500	██████████	██████████	██████████	██████████	██████████	██████████

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

The following Clauses are incorporated by Full Text:

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost. The Material/ODC estimate includes purchased material, computer time, reproduction, telephone, shipping and any other costs that are charged direct (with the exception of labor). The Travel estimate includes travel expenses. Offerors shall burden these estimates with applicable indirect rates (i.e. G&A, Material Handling). No detailed justification from offerors for these amounts is required. Offerors shall not apply fee to Material/ODC and Travel estimates.

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.

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.

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(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.

HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

CLINs 7100 - 7500 - Cost Plus Fixed Fee (CPFF)

CLIN 7999 - Not Separately Priced (NSP)

CLINs 8101 - 8504 (Firm Fixed Price FP)

CLIN 8999 - Not Separately Priced (NSP)

CLINs 9100 - 9500 - Cost Reimbursement (CR) (Other Direct Costs (ODCs) in support of 7000 series)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The following Clauses are Incorporated by Full Text

C11 PERFORMANCE WORK STATEMENT (PWS)

1.0 BACKGROUND

The Combat Systems Department (Code 25), as part of the Naval Undersea Warfare Center, Division Newport (NUWCDIVNPT) provides National leadership in Research and Engineering to achieve Under Sea Warfare combat systems excellence for the United States Navy. Global Command and Control System – Maritime (GCCS-M) is sponsored by the Product Assistant Program Manager of the Command and Control (C2) Program Office (PMW 150) and managed by NUWCDIVNPT Code 25 for all submarines in the fleet. PMW 150 and the Space and Naval Warfare Systems Command (SPAWAR) develop the GCCS-M software for Navy wide use. The NUWCDIVNPT GCCS-M Team takes this software and tailors it for integration and installation on submarines.

GCCS-M is the US Navy's integrated, scalable, Command, Control, Communications, Computers and Intelligence (C4I) system that reviews, displays, correlates, fuses and maintains geo-location track information on friendly, threat and neutral sea, air and land forces. GCCS-M is an automated information system designed to support deliberate and crisis planning with the use of an integrated set of analytic tools and flexible data transfer capabilities. This system is the Navy's single C2 Program-of-Record (PoR) that integrates and interfaces over 80 separate C4I systems, utilizes an open architecture design and consists of almost 300 separate applications providing naval commanders Afloat and Ashore with a near-real-time Common Operating Picture (COP). GCCS-M is a portion of the Non-Propulsion Electronic System (NPES) of the Combat System on submarines. GCCS-M maintains the COP between all tactical subsystems with near-real-time data using both organic and non-organic data. This aids in the detection, classification, tracking and/or avoidance of contacts in the Area of Interest (AOI). In addition, GCCS-M is the communications data center for all tactical communications. All tactical communications received on submarines are sent to GCCS-M and from there distributed to the tactical subsystems. Similarly, any communications sent off-hull from these subsystems, including Strike Coordination Overlays (SCOs), are sent first to GCCS-M and from there sent to the designated off-hull destination.

2.0 SCOPE

The contractor shall provide engineering and technical services to support the evolution and deployment of PMW 150 GCCS-M and potential follow-on systems to all U.S. Navy submarines, surface ships and land based sites under the cognizance of NUWCDIVNPT Code 25. Work to be performed will be Engineering, System Engineering and Process Engineering Support and Laboratory Technical Services. These engineering and technical services shall include: Systems engineering; in lab subsystem integration testing; in lab system certification and regression test; verification and validation (V&V); onboard software installation; in-service engineering support; in lab software and hardware engineering and system administration. The contractor shall perform work at Government facilities for the assigned tasks and travel to shipyards, surface ships, land based facilities, submarines, naval bases and shipyards for installation services.

The Command and Control (C2) Program Office (PMW 150), the Undersea Integration Program Office (PMW 770), and the Navy's Virginia (VA) Class Program Office (PMS-450) has tasked NUWCDIVNPT Code 25 with developing, integrating, testing, installing, upgrading and maintaining the GCCS-M and GCCS follow on systems for submarine platforms using SCN, RDT&E, OPN, and OM&N funds. The services performed under this task order support NUWCDIVNPT Code 25 and fall

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within the scope of paragraphs 3.2, 3.3, 3.6, 3.7, 3.14, 3.18, and 3.19 of the basic SeaPort-e Statement of Work.

3.0 APPLICABLE DOCUMENTS

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

3.2 Installation Procedures for GCCS-M and potential follow-systems.

4.0 REQUIREMENTS

4.1 Submarine Global Command and Control System – Maritime and follow on Software Load Procedures and System Builds

4.1.1 Using GFI Items 5.1 through 5.5, 5.7, and 5.8 the contractor shall:

- Assess new software updates and provide recommendations on the Software Load Plan for government approval. Using approved recommendations, the contractor shall incorporate the requisite changes into software load procedures for the submarine GCCS-M and potential follow-on systems.
- Generate software builds/upgrades in NUWC laboratories for each unique submarine platform configuration for the GCCS-M and potential follow-on systems. For each submarine GCCS-M and follow-on system build prepared by the Contractor, the Contractor shall include servers, storage elements, switch and workstation loads compatible with the specific submarine platform.
- Deliver finished build packages which consist of: (1) the consolidated software image, resident on a system hard drive or other designated delivery media, and (2) a completed build verification document using GCCS-M and potential follow-on systems installation and delivery schedules.

Data Deliverables: The contractor shall provide software build procedures in accordance with CDRL A001; software load procedures in accordance with CDRL A002; software builds in accordance with CDRL A003, and GCCS-M software verification documents in accordance with CDRL A004.

4.2 Submarine Onboard Verification Test (SOVT) Materials

4.2.1 In accordance with Applicable Document 3.1 and using GFI Items 5.7 through 5.16, the contractor shall evaluate documentation for the latest (GCCS-M and potential follow-on) system requirements and develop new/upgraded Submarine Onboard Verification Test procedures for each unique submarine configuration.

Data Deliverables: The contractor shall provide SOVT documentation in accordance with CDRL A005.

4.3 Platform Integration Technical Services

4.3.1 Alteration Material Services

Using GFI Items 5.7, and 5.11 through 5.16, the contractor shall develop alteration materials, document network information exchange paths and deliver software and archive packages.

4.3.2 Technical Documentation Review

Using GFI Items 5.7, and 5.11 through 5.16, the contractor shall conduct alteration documentation reviews and incorporate government approved edits.

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Data Deliverables: The contractor shall provide technical documentation reports in accordance with CDRL A006.

4.3.3 Installation

In accordance with Applicable Document 3.2 and using GFI Items 5.7, and 5.11 through 5.16, the contractor shall install the latest GCCS-M and follow-on system change/upgrade.

4.3.4 Problem Resolution

Using GFI Item 5.6, the contractor shall investigate all GCCS-M and follow-on system problems/issues that are reported by the fleet. The contractor shall document all issues and provide recommended resolutions for Government final determination. After final Government determination, the contractor shall resolve problems/issues that are reported by the fleet.

Data Deliverables: The contractor shall provide recommended resolutions report in accordance with CDRL A007.

4.4 Subsystem and Application Integration and Testing

4.4.1 Using GFI Items 5.4, 5.5, 5.7 through 5.10, and 5.17, the contractor shall:

- Develop test plan documents required to test each subsystem and application, and integrate software application products.
- .
- . Develop and provide integration test documentation, based on future delivery schedules, that include planning, requirements, procedures, performance, and test results of the software integration. The contractor shall also document any shortfalls, with their proposed solutions, as well as any issues that remain unsolved.

Data Deliverables: The contractor shall provide integration test procedures documents in accordance with CDRL A008, and integration test result documents in accordance with CDRL A009.

4.5 Laboratory Technical Services

4.5.1 Using GFI Items 5.18, the contractor shall:

- Configure laboratory equipment to mirror existing and planned submarine configurations and document these configurations.
- Maintain up-to-date documentation of laboratory rack configurations, security configurations, software configurations, software clone management and inventory, and Information Assurance Vulnerability (IAV) updates.

Data Deliverables: The contractor shall provide Laboratory Configuration Reports in accordance with CDRL A00A.

4.6 Technical Program Support

4.6.1 Using GFI 5.8, 5.11, and 5.19 the contractor shall:

- Provide support to financial and program management efforts by generating and maintaining financial and management reports relating to GCCS-M. These include financial management reports, 5 year planning, installation effort reports, customer notebook and monthly reports.
- Generate reports from existing data to include budget plan tracking, spend plan tracking and job order allocation.
- Develop programmatic and technical presentation material using the currently approved NUWCDIVNPT briefing materials.

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Data Deliverables: The contractor shall provide Programmatic and Technical Presentation Material in accordance with CDRL A00B.

5.0 GOVERNMENT FURNISHED INFORMATION (GFI)

- 5.1 GCCS-M Checklist for Delivery Process
- 5.2 GCCS-M Media Request Form
- 5.3 GCCS-M Software Versions
- 5.4 GCCS-M Integrated Test Report Template
- 5.5 GCCS-M Test Tracker
- 5.6 GCCS-M Remedy Ticket Spreadsheet
- 5.7 GCCS-M Installation Schedule
- 5.8 Space and Naval Warfare Systems Command (SPAWAR) Global Command and Control – Maritime (GCCS-M) Software baseline loads, patches and documentation
- 5.9 GCCS-M Standard Operating Procedure (SOP) Document
- 5.10 GCCS-M Software Working Document
- 5.11 TRIDENT Alteration Packages
- 5.12 Engineering Change (EC) Packages
- 5.13 Ship Alteration (SHIPALT) Packages
- 5.14 Temporary Alterations (TempALTs)
- 5.15 SubLAN Installation Schedule (SubLAN Master Blaster) Document
- 5.16 Navy Tool for Interoperability and Risk Assessment (NTIRA)
- 5.17 NPES system requirements
- 5.18 Existing and Planned submarine configurations
- 5.19 Approved NUWCDIVNPT briefing materials

6.0 QUALITY SURVEILLANCE AND PERFORMANCE STANDARDS

The Government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports and review of deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in the Performance Requirements Summary (PRS) Table incorporated into the task order as Attachment 4. Responsiveness will be evaluated based upon the Government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) LANGUAGE (OCT 2012)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

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HQ C-1-0001 ITEM(S) 7999/8999 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

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

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

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

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

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

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

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

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

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

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the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

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

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

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

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

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

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY (NAVSEA) (SEP 2009)

(a) All information technology (IT), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this requirement shall apply to those deliverables as a system.

(b) "Information Technology" or "IT," as used in this requirement, means "information technology" as that term is defined at FAR 2.101, and further including those items that would otherwise be excluded by paragraph (c) of that definition. "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including), but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s)

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of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) The remedies available to the Government for noncompliance with this requirement shall remain available for one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder).

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions.

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

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

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

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

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

HQ C-2-0065 SOFTWARE DEVELOPMENT REQUIREMENTS (NAVSEA) (SEP 2012)

(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 Std. 12207:2008;

(2) Contain the information defined by ISO/IEC/IEEE 15289:2015, section 7.3 (generic content) and the Mapping of ISO/IEC 12207:2008 (IEEE Std. 12207:2008) Clauses to Information Items for Each Software Life Cycle Process in Table 2 of ISO/IEC/IEEE 15289:2015. 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 Std. 12207:2008 as appropriate. Such processes shall be equivalent to those articulated by CMMI®;

(5) Include the content defined by all information items listed in Table 2 of ISO/IEC/IEEE 15289:2015, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 6.1 ISO/IEC/IEEE 15289:2015 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 Std. 12207:2008, 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;

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(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with 7.3 of ISO/IEC/IEEE 15289:2015, 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 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.

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: Ecrafter.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

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

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number, the system or program nomenclature, the report date, the reporting period, the report title

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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 02.

(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 (APR 2015)

(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. If the company cannot complete a background investigation, 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 a background investigation completed using the electronic Questionnaire for Investigation Processing (eQIP).

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.

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes Environmental 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 .

(e) The Contractor shall report compliance with paragraphs (c) and (d) of this clause no later than thirty days after award and monthly thereafter via e-mail to the Contracting Officer's Representative (COR) with a copy to NWPT.NUWC_NPT_1023_Training@navy.mil . Compliance reports shall include a list of all employees with access to any NUWC DIVNPT site with the date each employee reviewed the Environmental Policy document and the date each employee completed the Environmental Awareness Training.

(f) The contractor shall remove from the Government site any individual whose presence is deemed by the Commanding Officer, 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.

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

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(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. §

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SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

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

The following Clauses are incorporated by Full Text:

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

Items: 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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	7/1/2017 - 6/30/2018
7101AA	7/1/2017 - 9/30/2017
8101	7/1/2017 - 9/30/2017
9100	7/1/2017 - 6/30/2018
9101AA	7/1/2017 - 9/30/2017

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The contractor shall perform the work described in Section C, at the level of effort specified in Section B, as follows:

SLIN	Funding	Base or Option #	Period of Performance
7100/9100	SCN, OPN, OMN, RDTEN	Base	7/1/2017 - 6/30/2018
7200/9200	SCN, OPN, OMN, RDTEN	Option 1*	7/1/2018 - 6/30/2019
7300/9300	SCN, OPN, OMN, RDTEN	Option 2*	7/1/2019 - 6/30/2020
7400/9400	SCN, OPN, OMN, RDTEN	Option 3*	7/1/2020 - 6/30/2021
7500/9500	SCN, OPN, OMN, RDTEN	Option 4*	7/1/2021 - 6/30/2022

* If option is exercised

PERIOD OF PERFORMANCE 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 bilaterally modify the schedule. The option's performance timeframe shall be adjusted to correlate to the time frame commensurate with the exercise of the option for a period not to exceed twelve (12) months.

F1S PERIOD OF PERFORMANCE (JUN 2010)

For non-LOE services (8000 Series CLINs): Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	Period of Performance
8101	SCN, OPN, OMN, RDTEN	Option 5*	7/1/2017 - 9/30/2017
8102	SCN, OPN, OMN, RDTEN	Option 6*	10/1/2017 - 12/31/2017
8103	SCN, OPN, OMN, RDTEN	Option 7*	1/1/2018 - 3/31/2018

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8104	SCN, OPN, OMN, RDTEN	Option 8*	4/1/2018 - 6/30/2018
8201	SCN, OPN, OMN, RDTEN	Option 9*	7/1/2018 - 9/30/2018
8202	SCN, OPN, OMN, RDTEN	Option 10*	10/1/2018 - 12/31/2018
8203	SCN, OPN, OMN, RDTEN	Option 11*	1/1/2019 - 3/31/2019
8204	SCN, OPN, OMN, RDTEN	Option 12*	4/1/2019 - 6/30/2019
8301	SCN, OPN, OMN, RDTEN	Option 13*	7/1/2019 - 9/30/2019
8302	SCN, OPN, OMN, RDTEN	Option 14*	10/1/2019 - 12/31/2019
8303	SCN, OPN, OMN, RDTEN	Option 15*	1/1/2020 - 3/31/2020
8304	SCN, OPN, OMN, RDTEN	Option 16*	4/1/2020 - 6/30/2020
8401	SCN, OPN, OMN, RDTEN	Option 17*	7/1/2020 - 9/30/2020
8402	SCN, OPN, OMN, RDTEN	Option 18*	10/1/2020 - 12/31/2020
8403	SCN, OPN, OMN, RDTEN	Option 19*	1/1/2021 - 3/31/2021
8404	SCN, OPN, OMN, RDTEN	Option 20*	4/1/2021 - 6/30/2021
8501	SCN, OPN, OMN, RDTEN	Option 21*	7/1/2021 - 9/30/2021
8502	SCN, OPN, OMN, RDTEN	Option 22*	10/1/2021 - 12/31/2021
8503	SCN, OPN, OMN, RDTEN	Option 23*	1/1/2022 - 3/31/2022
8504	SCN, OPN, OMN, RDTEN	Option 24*	4/1/2022 - 6/30/2022

* If option is exercised.

PERIOD OF PERFORMANCE 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 twelve (12) months.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at the NUWC DIVNPT including its remote locations as required by the Statement of Work.

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SECTION G CONTRACT ADMINISTRATION DATA

The following Clauses are incorporated by Full Text:

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

----- **Cost Voucher** -----

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.

----- **Destination** -----

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF 7000 AND 9000 SERIES CLINS	Data to be entered in WAWF 8000 SERIES CLINS
Pay Official DoDAAC	HQ0337	HQ0337
Issue By DoDAAC	N66604	N66604
Admin DoDAAC	S2206A	S2206A
Inspect By DoDAAC	N/A	N66604
Ship To Code	N/A	N66604
Ship From Code	N/A	N/A
Mark For Code	N66604	N66604
Service Approver (DoDAAC)	N66604	N66604
Service Acceptor (DoDAAC)	N/A	N/A
Accept at Other DoDAAC	N/A	N/A
LPO DoDAAC	N/A	N/A
DCAA Auditor DoDAAC	HAA610	N/A
Other DoDAAC(s)	N/A	N/A

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

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

(g) WAWF point of contact.

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

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

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (NOV 2012)

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

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

(c) The Contracting Officer is:

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

(d) The Task Order Negotiator is:

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

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

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

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

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

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

(g) The contractor's Contractual Representative is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[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).

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

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

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's Senior Technical Representative (STR), point of contact for performance under this task order is:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

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revised term. The contractor shall acknowledge this order within five days of receipt.

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

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

Note 1: 100% of the labor hours are anticipated to be performed at the Government Site; 0% of the labor hours are anticipated to be performed at the Contractor Facilities.

Note 2: Section B contains Firm Fixed Price CLINs (8000 Series CLINs) which require an additional four (4) full time equivalents (FTEs) which are defined in Section B. The efforts performed under 8000 Series CLINs are not included in the total man-hours identified in paragraph (a) of this clause.

The term of each CLIN is defined in Section F of the Task Order.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the contractor from complying with any other requirement of the contract.

(b) The contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding [REDACTED]. When so inserted, the word "Contractor" shall be changed to

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"Subcontractor".

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

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

5252.237-9106 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.

NOTE - KEY PERSONNEL

The following individuals are approved Key Personnel under this task order: *

See Attachment 4: List of Key Personnel

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.

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5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth in Attachment 2, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the items listed in Attachment 2 for use in the performance of this contract.

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.

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.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act w Determinations by the Secretary of Labor are provided below:

Wage Determination # 2005-2467 Revision: 17 (12/29/15) Area: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>

Choose "Selecting SCA WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows :

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? No
4. Were these services previously performed under an SCA wage determination that ends in an even number? Example: 1994-2104; or 1994-2114. No

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated by reference in this task order. Applicable clauses incorporated by reference in the basic MAC contract also apply.

a. FAR:

52.202-1 Definitions

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (MAY 2014)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (MAY 2014)

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees Whistleblower Rights (APR 2014)

52.204-2 Security Requirements (AUG 1996)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

52.204-13 System for Award Management Maintenance (JUL 2013)

52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)

52.209-6 Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

52.215-23 Limitations on Pass-Through Charges (OCT 2009)

52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)

52.219-8 Utilization of Small Business Concerns (OCT 2014)

52.219-14 Limitations on Subcontracting (NOV 2011)

52.219-28 Post-Award Small Business Program Representation (JUL 2013)

52.222-3 Convict Labor (JUN 2003)

52.222-17 Nondisplacement of Qualified Workers (MAY 2014)

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- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (JAN 2014)**
- 52.222-21 Prohibition of Segregated Facilities (APR 2015)**
- 52.222-26 Equal Opportunity (APR 2015)**
- 52.222-35 Equal Opportunity for Veterans (JUL 2014)**
- 52.222-36 Affirmative Action for Workers with Disabilities (JUL 2014)**
- 52.222-37 Employment Reports on Veterans (JUL 2014)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
- 52.222-41 Service Contract Labor Standards (MAY 2014)**
- 52.222-50 Combatting Trafficking in Persons (MAR 2015)**
- 52.222-54 Employment Eligibility Verification (AUG 2013)**
- 52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)**
- 52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)**
- 52.224-1 Privacy Act Notification (APR 1984)**
- 52.224-2 Privacy Act (APR 1984)**
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (DEC 2012)**
- 52.227-1 Authorization and Consent (DEC 2007)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**
- 52.227-3 Patent Indemnity (APR 1984)**
- 52.227-11 Patent Rights -- Ownership by the Contractor (MAY 2014)**
- 52.232-1 Payments (APR 1984)**
- 52.232-20 Limitation of Cost (APR 1984)**
- 52.232-22 Limitation of Funds (APR 1984)**
- 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**
- 52.233-3 Alternate I Protest After Award (JUN 1985)**
- 52.233-4 Applicable Law for Breach of Contract (OCT 2004)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)**

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52.243-1 Alternate I Changes -- Fixed Price (APR 1984)

52.243-2 Alternate I Changes -- Cost Reimbursement (APR 1984)

52.244-6 Subcontracts for Commercial Items (APR 2015)

52.245-1 Government Property (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.246-23 Limitation of Liability (FEB 1997)

52.246-25 Limitation of Liability-Services (FEB 1997)

52.251-1 Government Supply Sources (APR 2012)

b. DFARs:

252.201-7000 Contracting Officer's Representative (DEC 1991)

252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

252.203-7003 Agency Office of the Inspector General (DEC 2012)

252.203-7005 Representation Relating to Compensation of Former DoD Officials (NOV 2011)

252.204-7000 Disclosure of Information (AUG 2013)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.204-7004 Alternate A System for Award Management (FEB 2014)

252.204-7005 Oral Attestation of Security Responsibilities (NOV 2001)

252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

252.204-7015 Disclosure of Information to Litigation Support Contractors (FEB 2014)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)

252.225-7048 Export Controlled Items (JUN 2013)

252.227-7013 Rights in Technical Data -- Noncommercial Items (FEB 2014)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)

252.227-7016 Rights in Bid or Proposal Information (JAN 2011)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

252.227-7019 Validation of Asserted Restrictions -- Computer Software (SEP 2011)

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- 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)**
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)**
- 252.227-7030 Technical Data -- Withholding of Payment (MAR 2000)**
- 252.227-7037 Validation of Restrictive Markings on Technical Data (JUN 2013)**
- 252.227-7039 Patents -- Reporting of Subject Inventions (APR 1990)**
- 252.231-7000 Supplemental Cost Principles (DEC 1991)**
- 252.232-7010 Levies on Contract Payments (DEC 2006)**
- 252.235-7010 Acknowledgment of Support and Disclaimer (MAY 1995)**
- 252.235-7011 Final Scientific or Technical Report (JAN 2015)**
- 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)**
- 252.245-7002 Reporting Loss of Government Property (APR 2012)**
- 252.245-7003 Contractor Property Management System Administration (APR 2012)**
- 252.245-7004 Reporting, Reutilization, and Disposal (MAR 2015)**

The following Clauses are incorporated by Full Text:

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	7200/9200	SCN, OPN, OMN, RDTEN	7/1/2018
2	7300/9300	SCN, OPN, OMN, RDTEN	7/1/2019
3	7400/9400	SCN, OPN, OMN, RDTEN	7/1/2020
4	7500/9500	SCN, OPN, OMN, RDTEN	7/1/2021
5	8101	SCN, OPN, OMN, RDTEN	7/1/2017
6	8102	SCN, OPN, OMN, RDTEN	10/1/2017
7	8103	SCN, OPN, OMN, RDTEN	1/1/2018

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8	8104	SCN, OPN, OMN, RDTEN	4/1/2018
9	8201	SCN, OPN, OMN, RDTEN	7/1/2018
10	8202	SCN, OPN, OMN, RDTEN	10/1/2018
11	8203	SCN, OPN, OMN, RDTEN	1/1/2019
12	8204	SCN, OPN, OMN, RDTEN	4/1/2019
13	8301	SCN, OPN, OMN, RDTEN	7/1/2019
14	8302	SCN, OPN, OMN, RDTEN	10/1/2019
15	8303	SCN, OPN, OMN, RDTEN	1/1/2020
16	8304	SCN, OPN, OMN, RDTEN	4/1/2020
17	8401	SCN, OPN, OMN, RDTEN	7/1/2020
18	8402	SCN, OPN, OMN, RDTEN	10/1/2020
19	8403	SCN, OPN, OMN, RDTEN	1/1/2021
20	8404	SCN, OPN, OMN, RDTEN	4/1/2021
21	8501	SCN, OPN, OMN, RDTEN	7/1/2021
22	8502	SCN, OPN, OMN, RDTEN	10/1/2021
23	8503	SCN, OPN, OMN, RDTEN	1/1/2022
24	8504	SCN, OPN, OMN, RDTEN	4/1/2022

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 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.

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

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

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THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage - Fringe Benefits

(End of Clause)

NOTE TO CONTRACTORS: EMPLOYEE CLASSES AND EQUIVALENT GOVERNMENT RATES CAN BE FOUND AT THE FOLLOWING DEPARTMENT OF LABOR AND OFFICE OF PERSONNEL MANAGEMENT WEBSITES -

EMPLOYEE CLASSES (DIRECTORY OF OCCUPATIONS):

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/SCADirectVers5.pdf>

GOVERNMENT EQUIVALENT GS LEVELS:

<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5SCAIndex.pdf>

and OFFICE OF PERSONNEL MANAGEMENT: <http://www.opm.gov/OCA/10tables/index.asp>

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 subcontractors performing a portion of the level of effort not approved in the original task order award.**

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(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

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44.3.

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

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SECTION J LIST OF ATTACHMENTS

Exhibit "A": DD Form 1423 - Contract Data Requirements List (with Addendum)

Attachment 1: DD Form 254 - Contract Security Classification Specification

Attachment 2: Government Property Made Available Form (GFP)

Attachment 3: Performance Requirements Summary (PRS) Table