

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
2

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
06

3. EFFECTIVE DATE
09-Mar-2017

4. REQUISITION/PURCHASE REQ. NO.
1300615417-001

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

6. ISSUED BY CODE

N66604

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1708
alyson.medeiros@navy.mil 401-832-1588

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Patrona Corporation dba Patrona
1919 South Eads Street, Suite 202
Arlington VA 20176-3028

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7866 / N00178-14-D-7866-EH01

10B. DATED (SEE ITEM 13)

18-Dec-2015

CAGE CODE 48H29

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
-
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- [X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a); 'Mutual Agreement of the Parties'; FAR 52.232-22 'Limitation of Funds'
- D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-14-D-7866	DELIVERY ORDER NO. N00178-14-D-7866-EH01	AMENDMENT/MODIFICATION NO. 06	PAGE 2 of 3	DRAFT
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GENERAL INFORMATION

Distribution: KR, 01, DFAS-HQ0338, COR/L. Neske.

NUWCDIVNPT Control #: 171411

NUWCDIVNPT Requisition #(s): 1300615417-001, 1300615490-001, 1300626214, 1300610517-001

NUWCDIVNPT POC: Alyson Medeiros (See cover page for e-mail address and telephone number.)

This modification incorporates Technical Instruction #s TI-7866-17-DSS-Rev.2, TI-7866-17-Fly-By-Wire-Rev.2, TI-7866-17-Subsafe-Rev.2, TI-7866-17-Surge-Rev.2, TI-7866-17-Surge-Tech Pub 300.

The purpose of this modification is to:

1. Provide additional funding.
2. Deobligate funding.
3. Incorporate CDRL A003.

SECTION B -

1. Establish new SLINs 7110AJ, 7110AK, 7110AL, 7110AM, 7110AN, 7110AP, 7110AQ, 7111AD, 9110AG, 9110AH, 9110AJ, 9110AK, 9110AL and 9111AD.

2. Shift ceiling from holding Priced SLINs to funded Priced SLINs as follows:

7100 to 7110AJ, 7110AK, 7110AL, 7110AM, 7110AN, 7110AP and 7110AQ.

7101 to 7111AD.

9100 to 9110AG, 9110AH, 9110AJ, 9110AK, 9110AL and 9111AD.

3. The following SLINs are obligated pursuant to 10 U.S.C. 2410a and the appropriate approval documentation is located in the task order file.

Funding Document #	SLIN#s	2410a Approval Date
BS-839100.1301010321	7110AJ, 9110AG	02/02/2017
BS-843517.0301010502	7110AK	02/02/2017
BS-843517.0301020702	7110AL	02/02/2017
BS-880737.030101013	7110AM	02/02/2017
BS-843517.0301030902	9110AH	02/02/2017
BS-848517.11301	9110AJ, 9110AK	02/02/2017
BS-839217.12B4018	7110AQ, 9110AL	02/02/2017

4. Decrease SLINs as follows:

7110AA - from [REDACTED] by [REDACTED] to [REDACTED]

7110AB - from [REDACTED] by [REDACTED] to [REDACTED]

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7111AA - from [REDACTED] by [REDACTED] to [REDACTED]

9111AA - from [REDACTED] by [REDACTED] to [REDACTED]

SECTION G -

1. LLAs AS/7110AJ, AT/7110AK, AU/7110AL, AV/7110AM, AP/7110AN, AN/7110AP, AZ/7110AQ, AR/7111AD, AS/9110AG, AW/9110AH, AX/9110AJ, AX/9110AK, AZ/9110AL and AR/9111AD are added by this modification.

2. LLAs AK/7110AA, AK/7110AB, AK/7111AA and AK/9111AA are decreased by this modification.

SECTION J - CDRL A003 is hereby incorporated into Exhibit A - Contract Data Requirements List, DD1423.

The total funding obligated for this task order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

All other task order terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Program Support for Submarine Safety and Quality Assurance Program Office (Base Year) (Note A) (Fund Type - TBD)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
700001	R425	(SCN)					
700002	R425	(RDT&E)					
700003	R425	(SCN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425	Surge for Base Year (Notes B and E) (Fund Type - TBD)		LH			
700101	R425	(O&MN,N)					
7002	R425	CDRL (Fund Type - TBD)	1.0	LO			

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7003	R425	Program Support for Submarine Safety and Quality Assurance Program Office (Base Year) (Note A) (For purposes only) (Fund Type - TBD)		LH			
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
700301	R425	(O&MN,N)					
700302	R425	(O&MN,N)					
700303	R425	(O&MN,N)					
700304	R425	(O&MN,N)					
700305	R425	(O&MN,N)					
700306	R425	(O&MN,N)					
7100	R425	Program Support for Submarine Safety and Quality Assurance Program Office (Option Year 1) (Notes A and B) (Fund Type - TBD)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Surge for Option Year 1 (Note B and E) (Fund Type - TBD)		LH			

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7110		INFORMATIONAL CLIN ASSOCIATED WITH 7100					
7110AA	R425	AK [REDACTED] [REDACTED] per Mod 06) FY of Funding: FY 2011, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM	7559.0	LH			

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17- SUBSAFE-Basic (SCN)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AB	R425	AK [REDACTED] [REDACTED] per Mod 06) FY of Funds: FY 2011, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17- DSS-Basic (SCN)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AC	R425	AL [REDACTED] FY of Funding: FY 2014, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM SUBMARINE, PMS450, Hull #: SSN 793, TI#: TI-7866-17- Fly-By-Wire-Basic (SCN)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AD	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code:		LH			

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-SubSafe, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AE	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-DSS, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AF	R425	AN [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q/PMS 397, Sponsor: Team Submarine, TI#: TI-7866-17- Fly-By-Wire, Rev.1, 10 U.S.C.2410(a) Authority is hereby invoked (RDT&E)		LH			
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun	50.0				

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
7110AG	R425	AP [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q/PMS 397, Sponsor: Team Submarine, TI#: TI-7866-17-SubSafe, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (RDT&E)	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee	[REDACTED]				
		Min Fee	[REDACTED]				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AH	R425	AQ [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 450, Sponsor: Team Submarine, TI#: TI-7866-17-Fly-By-Wire, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee	[REDACTED]				
		Min Fee	[REDACTED]				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AJ	R425	AS [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	992.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee	[REDACTED]				
		Min Fee	[REDACTED]				

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AK	R425	AT [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee	[REDACTED]				
		Min Fee	[REDACTED]				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AL	R425	AU [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Max Fee	[REDACTED]				
		Min Fee	[REDACTED]				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AM	R425	AV [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-DSS-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	[REDACTED]	LH	[REDACTED]	[REDACTED]	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AN	R425	AP ██████████ FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 (RDT&E)	██████████	LH	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AP	R425	AN ██████████ FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Fly-By- Wire-Rev.2 (RDT&E)	██████████	LH	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████████				
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				
7110AQ	R425	AZ ██████████ FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Fly-By- Wire-Rev.2 10 U.S.C. 2410(a) Authority is	██████████	LH	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		hereby invoked (O&MN,N)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0				
		Government Underrun Share Line	50.0				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7111		INFORMATIONAL CLIN ASSOCIATED WITH 7101					
7111AA	R425	AK [REDACTED] per Mod 06) FY of Funding: FY 2011, Type of Money: SCN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17-SURGE-Basic (SCN)	462.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7111AB	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-Surge, Rev.1 (O&MN,N)	38.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7111AC	R425	AP [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q/PMS 397, Sponsor: Team Submarine, TI#: TI-7866-17-Surge, Rev.1 (RDT&E)	108.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
7111AD	R425	AR [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: PMS 397, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Surge-Tech Pub 300-Basic (RDT&E)	1800.0	LH	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	Program Support for Submarine Safety and Quality Assurance Program Office (Option Year 2) (Notes A and B) (Fund Type - TBD) Option	61440.0	LH	[REDACTED]	[REDACTED]	
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government	50.0				
		Overrun					
		Share Line					
		Government	50.0				
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	Surge for Option Year 2 (Notes B and E) (Fund Type - TBD)		LH			
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Program Support for Submarine Safety and Quality Assurance Program Office (Award Term 1) (Notes A and E) (Fund Type - TBD)		LH			
		Option					
		Max Fee					
		Min Fee					
		Government	0.0				
		Overrun					
		Share Line					
		Government	0.0				
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R425	Surge for Award Term 1 (Notes D and E) (Fund Type - TBD)		LH			
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R425	Program Support for Submarine Safety and		LH			

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Quality Assurance Program Office (Award Term 2) (Notes A and E) (Fund Type - TBD) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	0.0				
		Government Underrun Share Line	0.0				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401	R425	Surge for Award Term 2 (Notes D and E) (Fund Type - TBD) Option		LH			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODCs in support of Base Year 7000 and 7001 (Note C) (Fund Type - TBD)	1.0	LO	
900001	R425	(SCN)			
900002	R425	(RDT&E)			
900003	R425	(SCN)			
9001	R425	ODCs in support of Base Year 7000, 7001 and 7003 (For funding purposes only) (Note C) (Fund Type - TBD)	1.0	LO	
900101	R425	(O&MN,N)			
9100	R425	ODCs in support of Option 7100 and 7101 (Notes B and C) (Fund Type - TBD)	1.0	LO	
9110		INFORMATIONAL CLIN ASSOCIATED WITH 7100 AND 7110			
9110AA	R425	AK [REDACTED] FY of Funding: FY 2011, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17-SUBSAFE- Basic (SCN)	1.0	LO	
9110AB	R425	AK [REDACTED] FY of Funding: FY 2011, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17-DSS-Basic (SCN)	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9110AC	R425	AL [REDACTED] FY of Funding: FY 2014, Type of Money: SCN, Customer Code: SEA07Q, Sponsor: TEAM SUBMARINE PMS450, Hull #: SSN 793, TI#: TI-7866-17-Fly-By-Wire-Basic (SCN)	1.0	LO	[REDACTED]
9110AD	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-SubSafe, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AE	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-DSS, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AF	R425	AQ [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 450, Sponsor: Team Submarine, TI#: TI-7866-17-Fly-By-Wire, Rev.1, 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AG	R425	AS [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q Sponsor: TEAM SUBMARINE TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AH	R425	AW [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AJ	R425	AX [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Subsafe-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AK	R425	AX [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-DSS-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9110AL	R425	AZ [REDACTED] FY of Funding: FY 2017, Type of Money: O&MN, Customer Code: SEA 07Q, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Fly-By-Wire-Rev.2 10 U.S.C. 2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	[REDACTED]
9111		INFORMATIONAL CLIN ASSOCIATED WITH 7100 AND 7111			[REDACTED]
9111AA	R425	AK [REDACTED] [REDACTED] per Mod 06) FY of Funding: FY 2011, Type of Money: SCN, Customer Code SEA07Q, Sponsor: TEAM SUBMARINE, Hull #: SSN 786, TI#: TI-7866-17-SURGE-Basic (SCN)	1.0	LO	[REDACTED]
9111AB	R425	AM [REDACTED] FY of Funding: FY 2017, Type of Money: OMN, Customer Code: SEA 07Q/PMS 392, Sponsor: Team Submarine, TI#: TI-7866-17-Surge, Rev.1 (O&MN,N)	1.0	LO	[REDACTED]
9111AC	R425	AP [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: SEA 07Q/PMS 397, Sponsor: Team Submarine, TI#: TI-7866-17-Surge, Rev.1 (RDT&E)	1.0	LO	[REDACTED]
9111AD	R425	AR [REDACTED] FY of Funding: FY 2017, Type of Money: RDT&E, Customer Code: PMS 397, Sponsor: TEAM SUBMARINE, TI#: TI-7866-17-Surge-Tech Pub 300-Basic (RDT&E)	1.0	LO	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	ODCs in support of Option 7200 and 7201 (Notes B and C) (Fund Type - TBD) Option	1.0	LO	██████████
9300	R425	ODCs in support of Award Term 1 7300 and 7301 (Notes C and D) (Fund Type - TBD) Option	1.0	LO	██████████
9400	R425	ODCs in support of Award Term 2 7400 and 7401 (Notes C and D) (Fund Type - TBD) Option	1.0	LO	██████████

NOTES:

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Labor hours incurred by subcontractors shall be recorded by Level of Effort and not as ODCs.

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: OTHER DIRECT COST

The Government estimates Other Direct Costs for this Task Order to be no more than \$459,530 for base year, \$473,316 for Option Year 1, \$487,516 for Option Year 2, \$487,516 for Award Term 1 \$502,141 and \$517,206 for Award Term 2. This ODC estimate must be included in Section B of the offer for CLIN 9000, Option CLINs 9100, 9200, 9300, and 9400. No other ODC amounts proposed by an Offeror shall be included in said CLINs. These are non-fee bearing CLINs and shall be priced as cost only.

NOTE D: AWARD TERM (Attachment 9)

Award Term Item to which the AWARD TERM PLAN applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

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NOTE E: SURGE

If, as a result of unforeseen Program circumstances, it is determined that an increased level of effort is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work under the Task Order. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN(s). The Government further stipulates that award of an Award Term does not include award of the Surge Option Item.

FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)

Note: Upon award, the successful Offeror's proposed Minimum Fee percentage, Maximum Incentive Fee percentage and target incentive fee, if less than the solicitation stated thresholds, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

The min fee shall be one percent (1%). The max fee shall not be greater than eight percent (8%). The Offeror shall propose Max Fee. Target fee shall not be greater than five and a half percent (5.5%).

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed please add needed columns.

INCENTIVE FEE TABLE									
		Hourly Rates				Totals			
<u>CLIN</u>	<u>Qty (Hrs)</u>	<u>Min Fee/Hour (MinF)</u>	<u>Target Fee/Hour (TF)</u>	<u>Max Fee/Hour (MF)</u>	<u>Target Cost/Hour (Rate)</u>	<u>Min Fee (Hrs * MinF)</u>	<u>Target Fee (Hrs * TF)</u>	<u>Max Fee (Hrs * MF)</u>	<u>Target Cost (Hrs * Rate)</u>
7000	59,520								
7100	61,440								
7200	61,440								
7300	61,440								
7400	61,440								

(i) The CPIF target cost for CLIN 7000, and if exercised CLINS 7100 and 7200, and if earned and exercised CLINS 7300 and 7400 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target

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Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7000, and if exercised CLINS 7100 and 7200, and if earned and exercised CLINS 7300 and 7400 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs * TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

(iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the following table. **(Will be completed after Contract Award)**

CLIN	Delivered Hours	Actual Cost per Hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F=G)
	A	B	C	D	E	F	G
7000							
7100							
7200							
7300							
7400							

FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed necessary columns may be added.

FIXED FEE TABLE

CLIN	QTY (Hrs)	ESTIMATED COST (HOURLY RATE)	FIXED FEE (HOURLY RATE)	FIXED FEE (Hrs * FF)	ESTIMATED COST (Hrs * Rate)
7001	8,928				
7101	9,216				
7201	9,216				
7301	9,216				
7401	9,216				

(i) The proposed fixed fee shall not exceed 8%.

This entire task order is cost type.

Line Item	Contract Type
7000, 7100, 7200, 7300, 7400	Cost Plus Incentive Fee
7001, 7101, 7201, 7301, 7401	Cost Plus Fixed Fee
9000, 9100, 9200, 9300, 9400	Cost Reimbursable

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire Task Order is CPIF/CPFF.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

(b) This agreement to waive entitlement to residual dollar amounts has been

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considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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.

PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLINs 7000 and if exercised CLINS 7001, 7100, 7101, 7200, 7201, and if earned and exercised CLINS 7300, 7301, 7400 and 7401)

(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

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

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODCs CLIN SERIES 9000, 9100, 9200, 9300, and 9400)

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

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

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

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Background:

SEA 07Q - The Submarine Safety and Quality Assurance Program Office is responsible for the safety and quality assurance programs associated with acquisition and life cycle management of submarine and deep submergence systems and for monitoring compliance with these programs. SEA 07Q performs program planning, implementation, management and execution for the Submarine Safety (SUBSAFE), Deep Submergence Systems (DSS), and Fly-By-Wire Ship Control Systems (FBW SCS) Certification programs, including life cycle support, logistics, and quality assurance engineering.

15.1. General Requirements supporting SEA 07Q:

15.1.1. Ability to process classified information up to the Secret level. Processing, handling, and storage of documents that may contain Secret, Naval Nuclear Propulsion Information (NNPI), or Restricted Data information may require the contractor to have these accesses.

15.1.2. In performing the tasks listed below, the Contractor shall utilize computer hardware and software application programs compatible with SEA 07Q computer systems (currently Microsoft Windows 7, Microsoft Office 2007 (Word, Excel, PowerPoint and Access) and Microsoft Project 2007 or later) at all times.

15.1.3. If SEA 07Q computer hardware or software configurations change, the Contractor shall ensure compatibility is maintained throughout the performance of this contract.

15.1.4. The Contractor shall maintain capability to interface with SEA 07Q via electronic mail (E-Mail). The Contractor shall have email addresses for all employees supporting SEA 07Q for E-Mail of daily communications, status reports, exchange of information, and conference room scheduling

15.1.5. Network/Livelink Contractor access. The Government shall provide the Contractor the ability to access the NAVSEA e-Tasker, Command Document Management System (CDMS), iNAVSEA, and all SharePoint sites for all employees supporting SEA 07Q. Such access is necessary to support Contractor accessibility to project work spaces, daily calendars for SEA 07Q senior managers, and SEA 07Q document archives that will be germane to the performance of tasks specified in this statement of work.

15.1.6. The Contractor shall provide electronic storage for all

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SEA 07Q documentation. All documentation shall be tracked and easily accessible upon Government request. The Contractor shall ensure the primary storage facility is located so as to allow for quick access to high-level and frequently used documentation.

15.1.7. The Contractor shall maintain capability to interface and access NAVSEA Corporate applications including e-Tasker, CDMS, iNAVSEA, and all SharePoint sites.

15.1.8. The Contractor shall provide on-site (within a 15 minute walk to the Washington Navy Yard) conference rooms and associated facilities for holding government sponsored meetings, teleconferencing (minimum 3-way), video conferencing (3-way), electronic projection and briefings for government sponsored meetings. The Contractor shall provide Classified (up to SECRET level) and Unclassified conference facilities. The Contractor conference rooms should be able to handle at least 2 meetings with 20 participants in each simultaneously. One conference room shall accommodate up to 60 participants.

15.2. **General Requirements (SEA 07Q)**

The Contractor shall:

15.2.1. Provide support for Program Requirements Development, Specification Maintenance and Change Management as required.

15.2.2. Support all necessary aspects of numerous meetings, including, but not limited to, SUBSAFE Working Group (SSWG), Fly-By-Wire Working Group (FBWWG), Deep Submergence Systems Host Ship Working Group (DSSHSWG), SUBSAFE Steering Task Group (SSSTG), Deep Submergence Systems Oversight Board and SUBSAFE Oversight Committee (SSOC).

15.2.3. Support preparation of and follow-up from division sponsored senior management oversight and steering group meetings (e.g., SSOC, SSSTG).

15.2.4. Provide SS and FBW LAR support including review and technical analysis, recommendations, document processing, maintenance of hard and e-copies, and issuance and delivery of documents as required. The Contractor shall maintain the LAR database. The Contractor shall perform all required research and development associated with annual SUBSAFE and FBW Liaison Action Request letter.

15.2.5. The Contractor shall track and maintain current status of all Standard Operating Procedures (SOPs) and perform associated

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distributions as necessary.

15.2.6. Perform associated distributions as necessary of all SUBSAFE (SS)/Fly-By-Wire (FBW)/Deep Submergence Systems GRAMs.

15.2.7. Provide draft updates and rewrites to assorted manuals, to include SS, DSS, and FBW manuals.

15.2.8. Create and coordinate numerous AD HOC presentations, including Senior Manager Workshops, Turnover Briefs, and off-site presentations.

15.2.9. Coordinate and attend meetings as required, AD HOC and otherwise, including SUBSAFE Improvement Committee (SSIC), and Plan of The Week.

15.2.10. Research data to support projects and presentations assigned by 07Q or 07QB.

15.2.11. Travel as necessary to support the SUBSAFE, DSS and FBW programs.

15.2.12. Support pre-audit and post-audit actions.

15.2.13. Support with the coordination of eAudit (electronic audit database) development and maintenance.

15.3. SUBSAFE and FBW SCS Certification Audit Support (SEA 07Q1)

The Contractor shall:

15.3.1. Provide pre-audit support, including, but not limited to, preparation of draft announcement and team letters/electronic correspondence, developing, preparing, reviewing, analyzing, maintaining and distributing document research, draft audit plans, guides, packages, checklists, reports, status, schedules and related documentation.

15.3.2. Provide on-site audit coordination including, but not limited to, analytic and programmatic support, preparation and processing of draft audit reports and databases, and retention of significant documentation/objective quality evidence.

15.3.3. Provide post audit support including, but not limited to, forwarding letters and memos/correspondence, participating in debrief, preparing draft final audit report, development and maintenance of metrics, supporting corrective action reviews and responses, recommending acceptance/rejection, and maintaining status and historical files.

15.3.4. Preparation and research of non-audit related

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correspondence.

15.3.5. Update and maintain certification auditor database management system.

15.3.6. Research data to support projects and presentations assigned by SEA 07Q1.

15.3.7. Distribute and maintain electronically all SEA 07Q1 Certification Audit related correspondence.

15.4. SEA 07Q Onsite Programmatic Support (SEA 07QD and SEA 07QL)

The On-Site Contractor shall:

15.4.1. Coordinate the development and maintenance of the office SOPS, including:

15.4.1.1. Provide support for the SOP change control coordinator and ensuring consistency and accuracy of SOP's.

15.4.2. Manage and coordinate SEA 07Q correspondence and official records/reports related to Submarine, Fly-By-Wire (FBW), DSS and facility certification, including establishment of audit accountability matrices.

15.4.3. Coordinate travel plans for audit and survey teams, accounting for team make-up and size, schedules, security clearances, and lodging information.

15.4.4. Schedule and coordinate meeting preparations including, but not limited to, reserving conference rooms, coordinating visit requests, and drafting the agenda for formal SUBSAFE, DSS, and Fly By Wire Program meetings; e.g., SSWG, SSSTG, SSOC. The Contractor shall develop meeting plans to accommodate a variety of senior personnel from an assortment of HQ, field and fleet activities and proactively resolve event related problems.

15.4.5. Provide support for SEA 07Q Technical Library Custodian including serving as the Technical Library Custodian when the SEA 07Q representative is not present.

15.4.6. Perform other tasks as necessary to support office management and administration.

15.5. Deep Submergence Systems (DSS) Survey Support (SEA 07Q4)

The Contractor shall:

15.5.1. Provide pre-survey support, including, but not limited to,

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preparation of draft announcement letters/electronic correspondence, developing, preparing, reviewing, analyzing, maintaining and distributing draft survey plans, guides, packages, checklists, and reports, and provision of document research, status, schedules and related documentation.

15.5.2. Provide on-site survey coordination including, but not limited to, technical, analytic and programmatic support, preparation and processing of survey reports and databases, and electronic retention of significant documentation/objective quality evidence.

15.5.3. Provide post-survey support including, but not limited to, forwarding letters and memos/correspondence, participating in debrief, preparing draft final survey reports, supporting corrective action reviews and responses, recommending acceptance/rejection, and maintaining status and historical files.

15.5.4. Preparation, for SEA 07Q approval, and distribution of quarterly corrective action and monthly Category IC reports.

15.5.5. Preparation and research of non-audit related correspondence.

15.5.6. Update and maintain the survey auditor database management system.

15.5.7. Support program requirements development, specification maintenance and change management as required.

15.5.8. Function as program coordinator for all SOP reviews and revisions. Develop and maintain SOPs and perform associated distributions as necessary.

15.5.9. Draft reports, assessments, briefing and training materials, meeting support, minutes, action items, manuals, and hard-copy and database documentation.

15.5.10. Support Manual Change Requests (MCRs) to the P-9290, Disposition Records (DRs), manual ACNs, technical documentation, Ship Certification Authority (SCA) documentation, SEA 074 Standard Operating Procedures (SOPs), NAVSEA Instructions, and SEA 07Q meetings as required.

15.5.11. Support change management, distribution databases and electronic documentation.

15.5.12. Review and update current references in support of SEA 07Q Audit Guides.

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15.5.13. Maintain and track all correspondence via eTasker, including but not limited to, quarterly reports..

15.5.14. Research data to support projects and presentations assigned by SEA 07Q4.

15.5.15. Distribute and maintain all SEA 07Q4 Certification Audit related correspondence.

15.5.16. Support SEA 07Q4 with respect to project management.

15.6. SUBSAFE, DSS, and FBW SCS Functional Audit Program Support (SEA 07Q2)

The Contractor shall:

15.6.1. Provide pre-audit support, including, but not limited to: updating and revising audit guides, , preparing the summary of findings, compiling the Significant Items of Concern (SIC) file, compiling the Significant Areas For Review (SAFR) list, preparing draft pre-audit correspondence (announcement letter, solicitation e-mail, team letter), assembling the audit team, preparing (for SEA 07Q approval) and distributing audit packages, support conduct of a pre-brief meeting, and generating an in-brief presentation for the team leader.

15.6.2. Provide on-site audit support, including, but not limited to: traveling with the audit team to the activity, preparing and processing of audit cards, providing administrative assistance for the audit team, writing and distributing a draft audit report, and retaining significant information not used in the report.

15.6.3. Provide post-audit support, including, but not limited to: conducting a de-brief meeting, preparing and distributing a final audit report, forwarding external items, updating the audit database, and distributing a lessons learned e-mail as requested by SEA 07Q.

15.6.4. Support the preparation and distribution of SEA 07Q's response to each CAR.

15.6.5. Attend meetings as required, AD HOC and otherwise, including SSIC and Weekly Staff Meetings.

15.6.6. Administer the annual NAVSEA SUBSAFE/FBW/DSS Awareness training, track NAVSEA completion of training, and provide SEA 07Q completion status reports as necessary.

15.6.7. Manage and update eTasker commitment tracking.

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15.6.8. Provide detailed metrics analysis as required.

15.6.9 Distribute and retain all related electronic or hard copy correspondence.

CLAUSES INCORPORATED IN FULL TEXT

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.

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(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.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

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

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

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

(d) No copy protection devices or systems shall be used in any

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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 humanreadable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 11) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative within fifteen working days after Task Order award or from the date of hire for new employees.

In addition, the contractor may be required to sign NDA with other companies providing support to NAVSEA.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data 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.

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) task order number
- (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

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR SERVICES

Item(s) 7000, and Option Items (if exercised) 7100, 7101, 7200, 7201 and Award Terms Items (if awarded) 7300, 7301, 7400 and 7401- Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be specified on the attached Contract Data Requirements List(s), DD For 1423. *Note that all Data deliverables will be specified by or on the CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction Level.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	12/22/2015 - 12/21/2016
7001	12/22/2015 - 12/21/2016
7002	12/22/2015 - 12/21/2016
7003	12/22/2015 - 12/21/2016
7100	12/22/2016 - 12/21/2017
7101	12/22/2016 - 12/21/2017
7110AA	12/22/2016 - 7/31/2017
7110AB	12/22/2016 - 7/31/2017
7110AC	12/22/2016 - 12/21/2017
7110AD	1/9/2017 - 12/21/2017
7110AE	1/9/2017 - 12/21/2017
7110AF	1/9/2017 - 12/21/2017
7110AG	1/9/2017 - 12/21/2017
7110AH	1/9/2017 - 12/21/2017
7110AJ	3/10/2017 - 12/21/2017
7110AK	3/10/2017 - 12/21/2017
7110AL	3/10/2017 - 12/21/2017
7110AM	3/10/2017 - 12/21/2017
7110AN	3/10/2017 - 12/21/2017
7110AP	3/10/2017 - 12/21/2017
7110AQ	3/10/2017 - 12/21/2017
7111AA	12/22/2016 - 5/31/2017
7111AB	1/9/2017 - 5/31/2017
7111AC	1/9/2017 - 5/31/2017
7111AD	3/10/2017 - 12/21/2017
9000	12/22/2015 - 12/21/2016
9001	12/22/2015 - 12/21/2016
9100	12/22/2016 - 12/21/2017
9110AA	12/22/2016 - 7/31/2017
9110AB	12/22/2016 - 7/31/2017
9110AC	12/22/2016 - 12/21/2017
9110AD	1/9/2017 - 12/21/2017
9110AE	1/9/2017 - 12/21/2017
9110AF	1/9/2017 - 12/21/2017
9110AG	3/10/2017 - 12/21/2017
9110AH	3/10/2017 - 12/21/2017
9110AJ	3/10/2017 - 12/21/2017
9110AK	3/10/2017 - 12/21/2017
9110AL	3/10/2017 - 12/21/2017
9111AA	12/22/2016 - 5/31/2017
9111AB	1/9/2017 - 5/31/2017

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9111AC 1/9/2017 - 5/31/2017
9111AD 3/10/2017 - 12/21/2017

For proposal purposes, the estimated date of Task Order award is 22 December 2015. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon Task Order Award.

CLIN - DELIVERIES OR PERFORMANCE

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

7000	12/22/2015 - 12/21/2016
7001	12/22/2015 - 12/21/2016
7002	12/22/2015 - 12/21/2016
7003	12/22/2015 - 12/21/2016
7100	12/22/2016 - 12/21/2017
7101	12/22/2016 - 12/21/2017
7110AA	12/22/2016 - 7/31/2017
7110AB	12/22/2016 - 7/31/2017
7110AC	12/22/2016 - 12/21/2017
7110AD	1/9/2017 - 12/21/2017
7110AE	1/9/2017 - 12/21/2017
7110AF	1/9/2017 - 12/21/2017
7110AG	1/9/2017 - 12/21/2017
7110AH	1/9/2017 - 12/21/2017
7110AJ	3/10/2017 - 12/21/2017
7110AK	3/10/2017 - 12/21/2017
7110AL	3/10/2017 - 12/21/2017
7110AM	3/10/2017 - 12/21/2017
7110AN	3/10/2017 - 12/21/2017
7110AP	3/10/2017 - 12/21/2017
7110AQ	3/10/2017 - 12/21/2017
7111AA	12/22/2016 - 5/31/2017
7111AB	1/9/2017 - 5/31/2017
7111AC	1/9/2017 - 5/31/2017
7111AD	3/10/2017 - 12/21/2017
9000	12/22/2015 - 12/21/2016
9001	12/22/2015 - 12/21/2016
9100	12/22/2016 - 12/21/2017
9110AA	12/22/2016 - 7/31/2017
9110AB	12/22/2016 - 7/31/2017
9110AC	12/22/2016 - 12/21/2017

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9110AD	1/9/2017 - 12/21/2017
9110AE	1/9/2017 - 12/21/2017
9110AF	1/9/2017 - 12/21/2017
9110AG	3/10/2017 - 12/21/2017
9110AH	3/10/2017 - 12/21/2017
9110AJ	3/10/2017 - 12/21/2017
9110AK	3/10/2017 - 12/21/2017
9110AL	3/10/2017 - 12/21/2017
9111AA	12/22/2016 - 5/31/2017
9111AB	1/9/2017 - 5/31/2017
9111AC	1/9/2017 - 5/31/2017
9111AD	3/10/2017 - 12/21/2017

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

7200	12/22/2017 - 12/21/2018
7201	12/22/2017 - 12/21/2018
9200	11/25/2017 - 11/24/2018

The periods of performance for the Award Term Items are as follows:

7300	12/22/2018 - 12/21/2019
7301	12/22/2018 - 12/21/2019
7400	12/22/2019 - 12/21/2020
7401	12/22/2019 - 12/21/2020
9300	12/22/2018 - 12/21/2019
9400	12/22/2019 - 12/21/2020

Services to be performed hereunder will be provided at (insert specific address and building etc.)

Clauses Incorporated by Reference

52.242-15 Stop Work Order Aug
52.247-29 FOB Origin (Feb 2006)

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SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO PAYMENT OFFICE

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.

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the

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invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

CONTRACTOR'S FACILITY ADDRESS

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

CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

OTHER POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Mark Stiles, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-0584
e-mail: mark.stiles@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Carolyn Gillman, Code 0223
1176 Howell Street, Bldg 1258
Newport, Rhode Island 02841
Telephone: 401-832-8444
e-mail: carolyn.gillman@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Alyson Medeiros, Code 0223
1176 Howell Street, Bldg 1258
Newport, Rhode Island 02841
Telephone: 401-832-1588
e-mail: alyson.medeiros@navy.mil
*Note that the POR is the Contract Specialist

TASK ORDER MANAGER (TOM)

Naval Sea Systems Command
Attn: Laura Neske, PEO SUBS
614 Sicard Street, SE

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Washington Navy Yard, DC 20376

Telephone: (202) 781-1687

e-mail: laura.neske@navy.mil

*Note that the TOM is the Contracting Officer Representative

The Government reserves the right to unilaterally change the points of contact at anytime.

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization. “Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF). “Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

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

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and
- (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

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

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

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N66604
Admin DoDAAC	S404A
Inspect By DoDAAC	N00024
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	

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

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

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

laura.neske@navy.mil

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in

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WAWF from the following contracting activity's WAWF point of contact.

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

TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF) type, and cost only for Other Direct Costs (ODCs). The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

204.7108 Payment instructions:

All Payments for this Task Order shall be made at the ACRN level and in accordance with the following:

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first, insert the following:

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

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

Accounting Data

SLINID	PR Number	Amount
700001	130054249000001	██████████
LLA :		
AA 1731611 H232 251 SB450 0 050120 2D 000000 A00003216477		
900001	130054249000002	██████████
LLA :		
AA 1731611 H232 251 SB450 0 050120 2D 000000 A00003216477		

BASE Funding ██████████
Cumulative Funding ██████████
MOD 01 Funding ██████
Cumulative Funding ██████████

MOD 02

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700002 130058859600001 [REDACTED]
 LLA :
 AB 1761319 H4RL 251 SB397 0 050120 2D 000000 A00003560467

700003 130058868800001 [REDACTED]
 LLA :
 AD 1741611 H232 251 SB450 0 050120 2D 000000 A00003560919

700101 130058859800008 [REDACTED]
 LLA :
 AC 1761804 8D4D 251 SB401 0 050120 2D 000000 A20003560632

700301 130058859800001 [REDACTED]
 LLA :
 AE 1761804 8B2B 251 V7000 0 050120 2D 000000 A00003560632

700302 130058859800002 [REDACTED]
 LLA :
 AF 1761804 8B2B 251 V7200 0 050120 2D 000000 A10003560632

700303 130058859800003 [REDACTED]
 LLA :
 AC 1761804 8D4D 251 SB401 0 050120 2D 000000 A20003560632

700304 130058859800004 [REDACTED]
 LLA :
 AG 1761804 8B2B 251 SB435 0 050120 2D 000000 A30003560632

700305 130058859800005 [REDACTED]
 LLA :
 AH 1761804 8D4D 251 SB425 0 050120 2D 000000 A40003560632

700306 130058859800006 [REDACTED]
 LLA :
 AJ 1761804 8M1K 251 V7TR0 0 050120 2D 000000 A50003560632

900002 130058859600002 [REDACTED]
 LLA :
 AB 1761319 H4RL 251 SB397 0 050120 2D 000000 A00003560467

900003 130058868800002 [REDACTED]
 LLA :
 AD 1741611 H232 251 SB450 0 050120 2D 000000 A00003560919

900101 130058859800007 [REDACTED]
 LLA :
 AC 1761804 8D4D 251 SB401 0 050120 2D 000000 A20003560632

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

7110AA 130061051700002 [REDACTED]
 LLA :
 AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

7110AB 130061051700003 [REDACTED]
 LLA :
 AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

7110AC 130061051700008 [REDACTED]
 LLA :
 AL 1741611 H232 251 SB450 0 050120 2D 000000 A10003730592

7111AA 130061051700004 [REDACTED]
 LLA :

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AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

9110AA 130061051700005

LLA :

AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

9110AB 130061051700006

LLA :

AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

9110AC 130061051700009

LLA :

AL 1741611 H232 251 SB450 0 050120 2D 000000 A10003730592

9111AA 130061051700007

LLA :

AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

MOD 04 Funding

Cumulative Funding

MOD 05

7110AD 130061541700002

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

7110AE 130061541700004

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

7110AF 130061549000002

LLA :

AN 1771319 H4RL 251 SB397 0 050120 2D 000000 A00003768429

7110AG 130061549000003

LLA :

AP 1771319 H4RL 251 SB397 0 050120 2D 000000 A10003768429

7110AH 130061603000002

LLA :

AQ 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003773324

7111AB 130061541700006

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

7111AC 130061549000004

LLA :

AP 1771319 H4RL 251 SB397 0 050120 2D 000000 A10003768429

9110AD 130061541700003

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

9110AE 130061541700005

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

9110AF 130061603000003

LLA :

AQ 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003773324

9111AB 130061541700007

LLA :

AM 1771804 8B2B 251 V7200 0 050120 2D 000000 A00003768333

9111AC 130061549000005

LLA :

AP 1771319 H4RL 251 SB397 0 050120 2D 000000 A10003768429

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MOD 05 Funding ██████████
Cumulative Funding ██████████

MOD 06

7110AA	130061051700002	██████████
LLA :		
AK 1711611	H232 251 SB450 0 050120 2D 000000 A00003730592	
7110AB	130061051700003	██████████
LLA :		
AK 1711611	H232 251 SB450 0 050120 2D 000000 A00003730592	
7110AJ	130061541700008	██████████
LLA :		
AS 1771804	8B2B 251 V7000 0 050120 2D 000000 A10003768333	
7110AK	130061541700009	██████████
LLA :		
AT 1771804	8B2B 251 SB435 0 050120 2D 000000 A20003768333	
7110AL	130061541700010	██████████
LLA :		
AU 1771804	8B2B 251 SB435 0 050120 2D 000000 A30003768333	
7110AM	130061541700011	██████████
LLA :		
AV 1771804	8M1K 251 V7TR0 0 050120 2D 000000 A40003768333	
7110AN	130061549000006	██████████
LLA :		
AP 1771319	H4RL 251 SB397 0 050120 2D 000000 A10003768429	
7110AP	130061549000007	██████████
LLA :		
AN 1771319	H4RL 251 SB397 0 050120 2D 000000 A00003768429	
7110AQ	130062621400002	██████████
LLA :		
AZ 1771804	8B2B 251 V7200 0 050120 2D 000000 A00003856738	
7111AA	130061051700004	██████████
LLA :		
AK 1711611	H232 251 SB450 0 050120 2D 000000 A00003730592	
7111AD	130061549000008	██████████
LLA :		
AR 1771319	H4RL 251 SB397 0 050120 2D 000000 A20003768429	
9110AG	130061541700012	██████████
LLA :		
AS 1771804	8B2B 251 V7000 0 050120 2D 000000 A10003768333	
9110AH	130061541700013	██████████
LLA :		
AW 1771804	8B2B 251 SB435 0 050120 2D 000000 A50003768333	
9110AJ	130061541700014	██████████
LLA :		
AX 1771804	8C3C 251 SB000 0 050120 2D 000000 A60003768333	
9110AK	130061541700015	██████████
LLA :		
AX 1771804	8C3C 251 SB000 0 050120 2D 000000 A60003768333	
9110AL	130062621400003	██████████
LLA :		
AZ 1771804	8B2B 251 V7200 0 050120 2D 000000 A00003856738	
9111AA	130061051700007	██████████
LLA :		

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AK 1711611 H232 251 SB450 0 050120 2D 000000 A00003730592

9111AD 130061549000009

LLA :

AR 1771319 H4RL 251 SB397 0 050120 2D 000000 A20003768429

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, 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.

NAVSEA 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 **351,072** 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 _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks

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described in Sections B and C.

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

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

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

(g) 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

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

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

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

NAVSEA 5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (JAN 1986) (MODIFIED) (JUN 2013)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development,

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manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 09P3).

NAVSEA 5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (JAN 2008) (MODIFIED) (FEB 2013)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under

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OPNAVINST N9210.3 shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

NAVSEA 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

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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 \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

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

NAVSEA 5252.227-9114 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NOV 1996)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" (DFARS 252.227-7013) and "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which he is entitled to deliver with other than unlimited rights pursuant to said "RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS" or "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may

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require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

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

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
7000	██████████	██████████	
7001	██████████	██████████	
9000	██████████	████	

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

(c) CLINs/SLINs 7002, 7003, 7110AA, 7110AB, 7110AC, 7110AD, 7110AE, 7110AF, 7110AG, 7110AH, 7110AJ, 7110AK, 7110AL, 7110AM, 7110AN, 7110AP, 7110AQ, 7111AA, 7111AB, 7111AC, 7111AD, 9001, 9110AA, 9110AB, 9110AC, 9110AD, 9110AE, 9110AF, 9110AG, 9110AH, 9110AJ, 9110AK, 9110AL, 9111AA, 9111AB, 9111AC, 9111AD are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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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.

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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NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS 4.0 in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives

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rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an Offeror of any conflict of interest within 14 days of receipt of all required information. Those Offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

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

FAR 52.204-2--SECURITY REQUIREMENTS (AUG 1996)

FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

FAR 52-216-7 -- ALLOWABLE COST AND PAYMENT (JUN 2013)

FAR 52.216-8 -- FIXED FEE (JUN 2011)

FAR 52.216-11--COST CONTRACT--NO FEE (APR 1984)

FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

FAR 52.232-20 -- LIMITATION OF COST (APR 1984)

FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)

FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)

FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.233-1-- DISPUTES (JUL 2002)

)FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2014)

252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)

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252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND
NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)
252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (JUN 2013)
252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF
GOVERNMENTFURNISHED INFORMATION MARKED WITH RESTRICTIVE
LEGENDS (MAR 2011)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions*. As used in this provision— “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. “Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level

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that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Incentive Fee (CPIF) type Task Order resulting from this solicitation with cost reimbursable ODC CLINs, Cost Plus Fixed Fee (CPFF) Surge/Special Studies CLINs, and provision for Award Term, which includes a one-year base period, two one-year Option periods, and two one-year Award Term periods, for a maximum of five years total length.

FAR 52.216-10 INCENTIVE FEE (JUN 2011)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted

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in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 1 percent of the target cost. In no event shall the proposed target fee be greater than 5.5 percent.

(2) The fee shall be subject to adjustment, to the extent

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provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of-

(i) Payments made under assignments; or
(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-

- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government

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options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

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

Item	Latest Option Exercise Date
7200	12/21/2018
7201	12/21/2018
9200	11/24/2018

(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 man-hours 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 man-hours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-14 Limitations on Subcontracting (Nov 2011)

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

(b) Applicability. This clause applies only to—

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

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

(3) Orders set aside for small business or 8(a) concerns under

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multiple-award contracts as described in 8.405-5 and 16.505(b)
(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

FAR 52.244-2 -- SUBCONTRACTS (JUNE 2007)

(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 contractor 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,

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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: CONTRACTS WITH ANY FIRM NOT INCLUDED IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

(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 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 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 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 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-

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of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).

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

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

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

[REDACTED]
[REDACTED]

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Contract Security Classification DD254, Rev. 03, dated 20160914 (Mod 03)

Attachment 2: Award Term Plan

Attachment 3: Key Personnel Categories

Exhibit A Contract Data Requirements List - DD1423