

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	3

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 18-Sep-2015	4. REQUISITION/PURCHASE REQ. NO. 1300513253	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66604	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

NUWC, NEWPORT DIVISION
1176 Howell Street, Building 1258
Newport RI 02841-1706
maureen.fauske@navy.mil 401-832-6762

DCMA HUNTSVILLE
1040 Research Blvd Ste 100
Madison AL 35758-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TSM 7622 Bartlett Corporate Drive, Suite 101 Bartlett TN 38133-0000	[X]	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4148-N402
		10B. DATED (SEE ITEM 13) 30-Sep-2013
CAGE CODE 9R448	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral: FAR 52.232-22 'Limitation of Funds'; see Page 2 for additional authorities
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Dan Finley		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Justin J Rianna, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Dan Finley (Signature of person authorized to sign)	15C. DATE SIGNED 18-Sep-2015	16B. UNITED STATES OF AMERICA BY /s/Justin J Rianna (Signature of Contracting Officer)	16C. DATE SIGNED 18-Sep-2015

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 3	FINAL
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GENERAL INFORMATION

Distribution: KR; 0121; DFAS-HQ0338; 2533/E. Beshara; 25B/R. Chhim; Julie.l.elloitt@navy.mil

SCD: C

FSC: R499

NUWC DIVNPT Control #: 153470

NUWC DIVNPT Requisition #(s): 1300513253

Additional Authorities: 52.217-9 'Option to Extend the Term of the Contract'; FAR 43.103(a) 'Mutual Agreement'

NUWC DIVNPT POC: Maureen Fauske (See cover page for e-mail address and telephone number.)

This modification incorporates by reference Technical Instructions #:
TI-15-RDT&E-EndFY15-4148-N402-RC

1. Provide additional funding.
2. Exercise Option #10 (CLINs 7302/9302) with a Period of Performance of 9/23/2015 - 9/22/2016.
Note: Costs cannot be incurred or invoiced under Option #10 (CLINs 7302/9302) prior to 9/23/2015.
3. Shift ceiling from Labor CLIN 4200 to Labor CLIN 7302.

SECTION B -

1. Establish new SLINs as follows: 730201 and 930201
2. Shift ceiling from Labor CLIN 4200 to Labor CLIN 7302 as shown below:

CLIN:	4200	FROM	BY	TO
	Cost			
	Fee			
	Total			
	Hours	7,168	(1,781)	5,387

CLIN:	7302	FROM	BY	TO
	Cost			
	Fee			
	Total			
	Hours	1,550	1,672	3,222

3. Update Fee Table as result of the above ceiling shift

SECTION F -

1. Clause HQ F-1-0003 is revised to reflect the following changes:
 - a. Option #6, CLINs 7301/9301, period of performance is revised as follows:
Delete: 3/16/2015 - 9/30/2015
Insert: 3/16/2015 - 9/22/2015
 - b. Option #10 CLIN reference is corrected as follows:
Delete: 7303 & 9302
Insert: 7302 & 9302
 - c. Option #10, CLINs 7302/9302, period of performance is revised as follows:
Delete: 5/01/2015 - 4/30/2016
Insert: 9/23/2015 - 9/22/2016

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

SECTION G -

1. Accounting and Appropriation Data LLAs: AX/730201 and AX/930201 are added by this modification.

SECTION H -

1. Clause 5252.216-9122, paragraph (a) is revised as a result of the above ceiling shift as follows:

Delete: 171,461 (man-hours)

Insert: 171,352 (man-hours)

2. Clause 5252.232-9104 is revised to include SLIN information for new SLINs 730201 and 930201.

As a result of exercising Option #10 and the above ceiling shift, the net awarded value of this task order is increased from [REDACTED] by [REDACTED] to [REDACTED]

As a result of the above ceiling shift, the total potential value of the task order is decreased from [REDACTED] by [REDACTED] to [REDACTED]. A breakdown of the decrease is as follows:

Cost: [REDACTED]

Fee: [REDACTED]

Total: [REDACTED]

Hours: (109)

All other task order terms and conditions remain unchanged.

The conformed task order is contained in EDA and the SeaPort-e Portal.

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 1 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R499	Base (O&MN,N)	24811.0	LH			
410001	R499	AA [REDACTED] TI#:OMN-01; FY of Funding: 2013; FUND TYPE: O&MN,N Customer Code: NUWC 2516; Sponsor: PMS 392 2410(a) Authority is hereby invoked (O&MN,N)					
410002	R499	AA [REDACTED] TI#:OMN-01; FY of Funding: 2013; FUND TYPE: O&MN,N Customer Code: NUWC 2516; Sponsor: PMS 392 2410(a) Authority is hereby invoked (O&MN,N)					
410003	R499	AB [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (O&MN,N)					
410004	R499	AC [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (O&MN,N)					
410005	R499	AD [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (O&MN,N)					
410006	R499	AF [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (O&MN,N)					
4200	R499	Option 1 (OPN) Option	5387.0	LH			
4300	R499	Option 2 (RDT&E)	907.0	LH			
430001	R499	AE [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: RDT&E Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (RDT&E)					
4400	R499	Option 3 (SCN)	907.0	LH			

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					

For Cost Type / NSP Items

4999		CDRLs (NSP)			1.0	LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R499	Base: ODCs in support of CLIN 4100 (O&MN,N)	1.0	LO	
610001	R499	AA [REDACTED] TI#:OMN-01; FY of Funding: 2013; FUND TYPE: O&MN,N Customer Code: NUWC 2516; Sponsor: PMS 392 2410(a) Authority is hereby invoked (O&MN,N)			
6200	R499	Option 1: ODCs in support of CLIN 4200 (OPN)	1.0	LO	
		Option			
6300	R499	Option 2: ODCs in support of CLIN 4300 (RDT&E)	1.0	LO	
630001	R499	AE [REDACTED] TI#: TI-N00178-04-D-4148-N402 FY of Funding: 2014; FUND TYPE: RDT&E Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 (RDT&E)			
6400	R499	Option 3: ODCs in support of CLIN 4400 (SCN)	1.0	LO	
		Option			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R499	Option 4 (O&MN,N)	42400.0	LH			
710101	R499	AG [REDACTED] TI#: TI-04, FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 2410(a) Authority is hereby invoked (O&MN,N)					
710102	R499	AH [REDACTED] TI#: TI-04, FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 2410(a) Authority is hereby invoked (O&MN,N)					
710103	R499	AJ [REDACTED] (10 U.S.C. 2410(a) Authority is hereby invoked); FY of funds: FY 2014; Type of money: O&MN; Customer Code: NUWC Code 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-06, Rev. 00 (O&MN,N)					

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710104	R499	AK [REDACTED] FY of Funding: 2015; Type of Funding: O&MN; Customer Code: NUWC Code 25B; Sponsor: NAVSEA SEA07TR; TI#:TI-09, Rev. 00 (O&MN,N)					
7102	R499	Option 8 (O&MN,N)	41746.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
710201	R499	AR [REDACTED] (10 U.S.C. 2410a Authority is hereby invoked); FY of Funding: 2015; Type of Money: O&MN, N; Customer Code: 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-10, Rev. 00 (O&MN,N)					
710202	R499	AT [REDACTED] (10 U.S.C. 2410a Authority is hereby invoked); FY of Funding: 2015; Type of Money: O&MN, N; Customer Code: 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-12-4148-N402-O&MN-PG-FP, Rev. 00 (O&MN,N)					
710203	R499	[REDACTED] ; FY of Funding: 2015; Type of Money: O&MN, N; Customer Code: 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-04-D-16-4148-N402-O&MN-Direct Cite 70K, Rev. 00;(10 U.S.C. 2410a Authority is hereby invoked) (O&MN,N)					
7103	R499	Option 12 (O&MN,N)	17589.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
7201	R499	Option 5 (OPN)	8682.0	LH	[REDACTED]	[REDACTED]	[REDACTED]
720101	R499	AL [REDACTED] FY of Funding: 2015; Type of Funds: OPN; Customer Code: NUWC Code 25B; Sponsor: PEO SUB PMS425; TI#: TI-08, Rev.00 (OPN)					
720102	R499	AM [REDACTED] FY of Funding: 2015; Type of Funds: OPN; Customer Code: NUWC Code 25B; Sponsor: NAVSEA 07TR; TI#: TI-08, Rev.00 (OPN)					
720103	R499	AN [REDACTED] FY of Funding: 2014; Type of Funds: OPN; Customer Code: NUWC Code 25B; Sponsor: NAVSEA 07TR; TI#: TI-08, Rev.00 (OPN)					
720104	R499	AP [REDACTED] FY of Funding: 2014; Type of Funds: OPN; Customer Code: NUWC Code 25B;					

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 4 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Sponsor: NAVSEA 07TR; TI#: TI-08, Rev.00 (OPN)					
7202	R499	Option 9 (OPN)	12250.0	LH			
720201	R499	AU [REDACTED] FY of Funding: 2014; Type of Money: OPN; Customer Code: 252; Sponsor: NAVSEA PMS392; TI#: TI-13-4148- N402-OPN-KG-PG, Rev. 00 (OPN)					
720202	R499	AV [REDACTED] FY of Funding: 2015; Type of Money: OPN; Customer Code: 25B; Sponsor: NAVSEA 07TR; TI#: TI-14- OPN-EndFY15-4148-N402-RC, Rev. 00 (OPN)					
7203	R499	Option 13 (OPN)	5082.0	LH			
		Option					
7301	R499	Option 6 (RDT&E)	3983.0	LH			
730101	R499	AQ [REDACTED]; FY of Funds: 2015; Type of Funds: RDT&E; Customer Code: 25B; Sponsor: NSWC Port Heuneme; TI#: TI-07, Rev.00 (RDT&E)					
730102	R499	AS [REDACTED]; FY of Funds: 2015; Type of Funds: RDT&E; Customer Code: 2522; Sponsor: PMS394/NELO; TI#: TI-11-4148-N402, Rev.0 (RDT&E)					
7302	R499	Option 10 (RDT&E)	3222.0	LH			
730201	R499	AX [REDACTED]; FY of Funds: 2015; Type of Funds: RDT&E; Customer Code: 25B; Sponsor: NSWC T60; TI#: TI-15-RTD&E- EndFY15-4148-N402-RC (RDT&E)					
7303	R499	Option 14 (RDT&E)	643.0	LH			
		Option					
7401	R499	Option 7 (SCN)	1550.0	LH			
		Option					
7402	R499	Option 11 (SCN)	1550.0	LH			
		Option					
7403	R499	Option 15 (SCN)	643.0	LH			
		Option					

For ODC Items:

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 5 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101	R499	Option 4: ODCs in support of CLIN 7101 (O&MN,N)	1.0	LO	
910101	R499	AG [REDACTED] TI#: TI-04, FY of Funding: 2014; FUND TYPE: O&MN,N Customer Code: NUWC 252; Sponsor: NAVSEA PMS 392/394 2410(a) Authority is hereby invoked (O&MN,N)			
910102	R499	AJ [REDACTED] (10 U.S.C. 2410(a) Authority is hereby invoked); FY of funds: FY 2014; Type of money: O&MN; Customer Code: NUWC Code 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-06, Rev. 00 (O&MN,N)			
9102	R499	Option 8: ODCs in support of CLIN 7102 (O&MN,N)	1.0	LO	
910201	R499	AR [REDACTED] (10 U.S.C. 2410a Authority is hereby invoked); FY of Funding: 2015; Type of Money: O&MN, N; Customer Code: 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-10, Rev. 00 (O&MN,N)			
910202	R499	AT [REDACTED] (10 U.S.C. 2410a Authority is hereby invoked); FY of Funding: 2015; Type of Money: O&MN, N; Customer Code: 252; Sponsor: NAVSEA PMS-392/394; TI#: TI-12-4148-N402-O&MN-PG-FP, Rev. 00 (O&MN,N)			
9103	R499	Option 12: ODCs in support of CLIN 7103 (O&MN,N) Option	1.0	LO	
9201	R499	Option 5: ODCs in support of CLIN 7201 (OPN)	1.0	LO	
920101	R499	AL [REDACTED] FY of Funding: 2015; Type of Funds: OPN; Customer Code: NUWC Code 25B; Sponsor: PEO SUB PMS425; TI#: TI-08, Rev.00 (OPN)			
920102	R499	AM [REDACTED] FY of Funding: 2015; Type of Funds: OPN; Customer Code: NUWC Code 25B; Sponsor: NAVSEA 07TR; TI#: TI-08, Rev.00 (OPN)			
9202	R499	Option 9: ODCs in support of CLIN 7202 (OPN)	1.0	LO	
920201	R499	AU [REDACTED] FY of Funding: 2014; Type of Money: OPN; Customer Code: 252; Sponsor: NAVSEA PMS392; TI#: TI-13-4148-N402-OPN-KG-PG, Rev. 00 (OPN)			
9203	R499	Option 13: ODCs in support of CLIN 7203 (OPN) Option	1.0	LO	
9301	R499	Option 6: ODCs in support of CLIN 7301 (RDT&E)	1.0	LO	
930101	R499	AQ [REDACTED]; FY of Funds: 2015; Type of Funds: RDT&E; Customer Code: 25B; Sponsor: NSWC Port Heuneme; TI#: TI-07, Rev.00 (RDT&E)			
9302	R499	Option 10: ODCs in support of CLIN 7302 (RDT&E)	1.0	LO	
930201	R499	AX [REDACTED]; FY of Funds: 2015; Type of Funds: RDT&E; Customer Code: 25B; Sponsor: NSWC T60; TI#: TI-15-RTD&E-EndFY15-4148-N402-RC (RDT&E)			
9303	R499	Option 14: ODCs in support of CLIN 7303 (RDT&E) Option	1.0	LO	
9401	R499	Option 7: ODCs in support of CLIN 7401 (SCN) Option	1.0	LO	

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 6 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9402	R499	Option 11: ODCs in support of CLIN 7402 (SCN) Option	1.0	LO	
9403	R499	Option 15: ODCs in support of CLIN 7403 (SCN) Option	1.0	LO	

Fee Table:

Labor CLIN	Labor Hours	Estimated Cost	Fixed Fee	Total	Fee Percentage	Fee Per Hour
4100	24,811				7.83%	\$4.02
4200	5,387				7.83%	\$3.99
4300	907				7.83%	\$4.10
4400	907				7.83%	\$4.10
7101	42,400				7.83%	\$4.09
7201	8682				7.83%	\$4.07
7301	3983				7.83%	\$4.18
7401	1,550				7.83%	\$4.18
7102	41,746				7.83%	\$4.17
7202	12,250				7.83%	\$4.14
7302	3,222				7.83%	\$4.25
7402	1,550				7.83%	\$4.25
7103	17,589				7.83%	\$4.02
7203	5,082				7.83%	\$3.99
7303	643				7.83%	\$4.10
7403	643				7.83%	\$4.10

*The offeror shall divide the proposed fixed fee for each CLIN by the quantity of labor hours indicated to complete the table. In the event of any inconsistency between the above table and the CLIN pricing, the CLIN pricing shall take precedence.

The following Clauses are incorporated by Full Text:

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE (NAVSEA)

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.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 7 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

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

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

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

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

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

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

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)(FEB 1997)

This entire contract is cost type.

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 8 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

NMCARS Part 5237.102(90) the Enterprisewide Contractor Manpower Reporting Application (ECMRA) requirement:

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division, Newport, RI (N66604) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

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

Statement of Work

OHIO/SEAWOLF Detachment and On-Site Office Support

1.0 Background

The Naval Undersea Warfare Center Division Newport (NUWC DIVNPT) and its Detachment (DET) in Bangor Washington (Code 2535) and On-Site Office (OSO) Kings Bay Georgia (Code 2536), provide system level engineering support for submarine Command and Control System (CCS) and Non-Propulsion Electronic Systems (NPES) onboard OHIO Class (SSBN/SSGN) and SEAWOLF Class (SSN) submarines. This includes hardware and software support for OHIO and SEAWOLF Class Submarines, Intermediate Maintenance Facility Pacific Northwest (IMF PNW), TRIDENT Refit Facility GA (TRIFEFFAC) and the TRIDENT Training Facilities (TRITRAFACs). The DET/OSO also performs other tasks and functions in support of submarine modernization and life cycle maintenance. The DET/OSO serve as liaison and the single point-of-contact and coordination for all OHIO and SEAWOLF class CCS/NPES matters and support teams at Naval Base Kitsap and Submarine Base Kings Bay for submarines, submarine squadrons, Strategic System Program (SP205), Naval Sea Systems Command (PMS 392 and PMS 394), NPES System Participating Managers (PARMs), Logistic Element Managers (LEMs), In Service Engineering Agents (ISEA) and Submarine Force Atlantic and Pacific fleets.

2.0 Scope

The contractor shall provide engineering and technical services to NUWC DIVNPT and its DET/OSO in support of tasking by Strategic System Program, Naval Sea Systems Command (NAVSEA) and its subordinate commands, Submarine Force Atlantic and Pacific fleets and their subordinate commands. These services include engineering, analysis, preparing technical briefings, technical training and logistics support for the installation, test, operation, maintenance, configuration control of system modifications, revisions and upgrades of all CCS/ NPES systems, components and related systems, both temporary and permanent, installed aboard submarines and shore sites (e.g. trainers).

The efforts delineated relate to OHIO and SEAWOLF Class submarines. The contractor shall perform all services within Government owned facilities at various shipboard and non-shipboard support sites including: Bangor, WA; Bremerton, WA; Kings Bay, GA; Puget Sound Naval Shipyard; Norfolk Naval Shipyard; Pearl Harbor Naval Shipyard; Portsmouth Naval Shipyard; Norfolk, VA;

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 9 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Groton, CT; San Diego, CA; and Honolulu, HI. This effort falls under the scope of the Seaport-e contract basic statement of work paragraphs: 3.10, 3.17, and 3.19.

3.0 Applicable Documents

- 3.1 DOD 5200.01 (series) Information Security Program (applicable to all performance requirements in section 4.0)
- 3.2 DOD 5520.22 (series) Industrial Security Manual (applicable to all performance requirements in section 4.0)
- 3.3 OPNAVINST 5510 (series) Classified Information Manual (applicable to all performance requirements in section 4.0)
- 3.4 OPNAVINST 5513 (series) Security Classification Guide (applicable to all performance requirements in section 4.0)
- 3.5 OPNAVINST 4790 (series) Maintenance and Material Management (3M) Manual (applicable to sections 4.1.5, 4.1.8, 4.1.10, 4.1.11, and 4.1.12)
- 3.6 NAVSEA T9410-GB-PRO-010 (latest revision) OHIO Class (SSBN/SSGN) Command and Control System (CCS) and Non-Propulsion Electronic System (NPES) MOD SOP (applicable to section 4.1.1)
- 3.7 NAVSEA T9410-HD-PRO-010 (latest revision) OHIO Class Command and Control System (CCS) and Non-Propulsion Electronic System (NPES) Alteration Installation Team Standard Operating Procedure (ISOP) (applicable to sections 4.1.1, 4.1.2, 4.1.4, 4.1.7, 4.1.8, 4.1.10, 4.1.11, 4.1.12, 4.3.4, and 4.3.5)
- 3.8 NAVSEA S9SSB-X9-INS-010 (latest revision) CCS Data Collection, Packaging, and Off-Loading (applicable to sections 4.2.1, 4.2.2, 4.2.3, and 4.2.4)
- 3.9 NAVSEA TS9090.310 (latest revision) Alterations to Ships Accomplished by Alteration Installation Teams (AIT) (applicable to sections 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.7, 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.1.12, 4.3.4, and 4.3.5)
- 3.10 COMFLTFORCOMINST 4790.3 (latest revision and change) Joint Fleet Maintenance Manual (JFMM) (applicable to sections 4.1.3, 4.1.5, 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.1.12, and 4.3.4)
- 3.11 COMSUBLANT/COMSUBPAC INST 3480.3 (latest revision) Patrol Data (applicable to sections 4.2.1, 4.2.2, and 4.2.3)
- 3.12 NUWCDIVNPTINST 9410.1 (latest revision) SSBN 726 Class Submarine CCS DDM (Data Distribution Manual) (applicable to section 4.2.1)
- 3.13 SUBSAFEGRAM 87A Standard Elements of a Memorandum of Agreement (MOA) Addressing SUBSAFE work (applicable to section 4.1.3)
- 3.14 NAVSEAINST 4790.23C Baseline Project Management Plan (applicable to section 4.1.3)
- 3.15 NUWCDIVNPTINST 5500.4B - Security Manual (applicable to all performance requirements in section 4.0)
- 3.16 NAVSUP P-538 Mgmt. of Materials Handling Equipment (MHE) (applicable to sections 4.1.4, 4.3.1, 4.3.2, 4.3.3, and 4.3.6)
- 3.17 GEORGIA Code 40 Motor Vehicle Licensing Requirements (applicable to sections 4.1.4, 4.3.1, and 4.3.6)

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 10 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.18 WASHINGTON Code Title 46 RCW Motor Vehicle Licensing Requirements (applicable to sections 4.1.4, 4.3.1, and 4.3.6)

3.19 DoD 4000.25-M Volume 2 Defense Logistics Management System (DLMS) Volume 2 Supply standards and Procedures (applicable to sections 4.1.4, 4.3.1, 4.3.2, 4.3.3, and 4.3.4)

4.0 Performance Requirements

In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, and 3.15, the following section specifies the Performance Objectives and Performance Elements for the contract. Specific tasks listed below shall be authorized in Technical Instructions by the Contracting Officer.

4.1 Submarine Modernization and Modification Program

In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, and 3.15, the contractor shall be responsible for supporting all aspects of the submarine modernization and modification programs as tasked below.

4.1.1 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.6, 3.7, 3.9 and 3.15, and using GFI 6.1 the contractor shall review alteration draft Technical Data Packages (TDP) with respect to installation site features that might affect installations of CCS/NPES equipment or systems. The contractor shall report any installation support requirements or local maintenance facility support installation impacts identified to the DET/OSO and the alteration developer.

Deliverables: The contractor shall provide a report documenting Alteration installation impacts (CDRL A004).

Performance Standard: Alterations are installed without changes forced by undetected installation site features, AQL 97%.

4.1.2 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.7, 3.9 and 3.15, and using GFI 6.1, 6.2, 6.3, 6.4 and 6.13, the contractor shall review alteration installation schedules, Technical Data Packages, lessons learned and site documents to identify conflicts or installation impacts by/with other maintenance activities (identified in GFI 6.13) and recommend corrective (or alternate) actions.

Deliverables: The contractor shall report installation impacts, conflicts and recommendations (CDRL A004).

Performance Standard: All schedule conflicts are identified during the planning stage, AQL 97%.

4.1.3 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.9, 3.10, 3.13, 3.14 and 3.15, and using GFI 6.12 the contractor shall draft Memoranda of Agreements (MOAs) in support of shipboard alterations. The contractor shall process, track, distribute, archive, and keep current status of MOAs. The contractor shall interface with all stakeholders to identify any issues associated with MOA development or processing. The contractor shall generate weekly MOA status reports.

Deliverables: The contractor shall provide weekly MOA status reports (CDRL A001).

Performance Standard: All MOAs meet the minimum requirements for MOAs contained in Applicable Documents 3.9, 3.10, 3.13, and 3.14; AQL 99%.

4.1.4 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.7, 3.9, 3.15, 3.16, 3.17, 3.18 and 3.19, and using GFI 6.1 and 6.7, the contractor shall receive, stage, store, inventory and deliver: shipboard alteration/modification materials, hardware, Installation and Check-out Spares (I&C Spares), Government & Alteration Installation Team (AIT) owned material and other materials provided as GFI/GFM for shipboard installation. Based on the material and Integrated Logistics Support (ILS) requirements in the Technical Data Package, the contractor shall assemble installation kits for each shipboard installation. The contractor shall maintain accurate and detailed records of any material received, staged or delivered. The contractor shall use Government Owned Data Systems as detailed in GFI 6.7 to accomplish this task. The contractor shall generate

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 11 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

weekly reports detailing status of modification kits being staged, delivered or scheduled.

Deliverables: The contractor shall provide weekly reports detailing status of modification kits being staged, delivered or scheduled (CDRL A001).

Performance Standard: All receipts of material are processed and visible to the Government within the same working day of receipt, AQL 97%. Shipboard installation kit material inventories are accurate and current to within one working day, AQL 99%. Modification materials are inventoried and reported within one week of receipt of the modification, AQL 99%. Material deliveries in support of shipboard installations are within one working day, AQL 97%.

4.1.5 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.10 and 3.15, and using GFI 6.8 and 6.11, the contractor shall perform hardware and software configuration audits using Government Furnished audit materials. The contractor shall compare these audits against Navy standard configuration databases. The contractor shall generate detailed configuration audit discrepancy lists. The contractor shall generate reports documenting systemic problems and problem trends

Deliverables: The contractor shall provide detailed configuration audit discrepancy lists (CDRL A002). The contractor shall report systemic problems and problem trends (CDRL A002).

Performance Standard: 100% of audit items completed, AQL 100%. Reports, feedback and updated Navy data systems occur with one week of the audit, AQL 97%.

4.1.6 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, and 3.15, and using GFI 6.1, the contractor shall observe the installation progress of shipboard modifications and assess whether modifications are installed in accordance with the Technical Data Package. The contractor shall document and report all non-conforming conditions.

Deliverables: The contractor shall document and report all non-conforming conditions (CDRL A004).

Performance Standard: Document and report all non-conforming conditions within one working day of identification, AQL 97%.

4.1.7 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.7, 3.9 and 3.15, and using GFI 6.2 and 6.9, the contractor shall support the coordination and de-confliction of the installation efforts of multiple Alteration Installation Teams (AIT) by observing the progress of AIT work, AIT performance against schedule, AIT future scheduled work (type, location, duration), and evaluating shipboard work-location interference; reporting installation/testing status, progress, conflicts and recommendations. The contractor shall attend AIT in-briefs and out-briefs in order to document any emerging issues and to evaluate the project schedule and execution. The contractor shall interface with all stakeholders regarding: workspace sequence, hot work, rigging, lay down areas, temporary AIT trailer/storage requirements, AIT material delivery, Lead Maintenance Activity (LMA) provided support services, LMA provided production services, testing, and crew training to identify scheduling conflicts and make recommendations for AIT scheduling updates.

Deliverables: Provide daily and weekly written status reports to the LMA and DET/OSO documenting: installation/testing status, progress, conflicts and recommendations (CDRL A005).

Performance Standard: Reporting of any known problems/conflicts and recommendations for schedule updates are provided within one working day of its identification, AQL 97%. Attend 100% of all AIT coordination meetings, AQL 100%. All reports are submitted on time. Applicable Document 3.7, AQL 97%

4.1.8 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 3.10 and 3.15, and using GFI 6.1, 6.5 and 6.10, the contractor shall observe shipboard testing and assess whether the equipment operates per specifications without degrading overall system performance. The contractor shall annotate test procedures to indicate changes made in the procedures which were required to allow the testing to complete. The contractor shall generate reports documenting non-conforming conditions, test procedure changes, and daily status of testing in progress.

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 12 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Deliverables: The contractor shall report non-conforming conditions, test procedure changes, and daily status of testing in progress (CDRL A006).

Performance Standard: Document and report all non-conforming conditions within one working day of its identification, AQL 97%.

4.1.9 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.9, 3.10 and 3.15, and using GFI 6.1 and 6.9 the contractor shall brief system operators on operational differences and shall demonstrate proper maintenance and operation procedures for newly installed or modified CCS/NPES systems.

Deliverables: The contractor shall brief system operators on operational differences and shall demonstrate proper maintenance and operation procedures for new or modified systems (CDRL A007).

Performance Standard: Operator/Maintainer training is comprehensive and thorough. Training is provided as soon after system installation/modification as practical and before the ship's next departure, AQL 97%.

4.1.10 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 3.10 and 3.15, and using GFI 6.1 and 6.5, the contractor shall install assigned CCS/NPES systems and components. The contractor shall: troubleshoot, detect, and make measurements to diagnose malfunctions of assigned CCS/NPES systems and components. The contractor shall: tear down equipment, repair or replace parts or components of assigned CCS/NPES systems and components. The contractor shall performing preventive and corrective maintenance on assigned CCS/NPES systems and components to keep equipment and systems in reliable condition. The contractor shall test, perform alignments or calibrate assigned CCS/NPES systems and equipment to ensure the equipment operates within prescribed standards. The contractor shall remove assigned CCS/NPES systems and components. The contractor shall generate reports documenting: installation completion, repair, detection and diagnosing of system malfunctions, repair or replacement of parts or components, alignment, calibration and testing of the modified or repaired equipment, performance of preventive and corrective maintenance, testing, and removal.

Deliverables: The contractor shall submit reports of: installation completion, repair, detection and diagnosing of system malfunctions, repair or replacement of parts or components, alignment, calibration and testing of the modified or repaired equipment, performance of preventive and corrective maintenance, testing, and removal (CDRL A004).

Performance Standard: Installations and removals are compliant with applicable technical documents and standards, AQL 99%. Installations and removals are integrated with other ongoing shipboard work, AQL 97%. Completion of assigned work is reported within one working day, AQL 97%.

4.1.11 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 3.10 and 3.15, and using GFI 6.1 and 6.5 the contractor shall observe and/or conduct Pre and/or Post-Installation Check-Out (PICO), System Operational Verification Tests (SOVT), and Non-Propulsion Electronic System Operability Verification Evaluation (NOVE) testing conducted IAW TDP and test procedures on CCS/NPES Systems. The contractor shall generate reports of: testing progress, anomalies observed, and corrective actions.

Deliverables: The contractor shall submit reports of: testing progress, anomalies observed, and corrective actions (CDRL A004).

Performance Standard: Tests and inspections are compliant with applicable technical documents and standards Applicable Documents 3.9 and 3.10, AQL 99%.

4.1.12 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.9, 3.10 and 3.15, and using GFI 6.7 and 6.11 the contractor shall support submarine modernization efforts by the review and update of ship's configuration data in Government owned databases. The contractor will review the Ship's Configuration Change Forms (4790-CK), provided by Government sponsored contractor Alteration Installation Teams, to verify that the configuration updates provided properly reflect the submarine modernization performed in the respective OHIO Class Alteration package. Once validated, the contractor shall update the databases with the configuration data contained

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 13 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

on the 4790-CK forms. The contractor shall generate weekly status reports of the 4790-CK forms processed.

Deliverables: The contractor shall provide weekly status reports of the 4790-CK forms processed (CDRL A001).

Performance Standard: All databases are updated within one work week of receipt of 4790-CK configuration change forms, AQL 99%.

4.2 Submarine Security Program and Classified Material Handling

In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, and 3.15, the contractor shall be responsible for the administration and handling of classified material. As classified material custodian, the contractor shall manage all classified material including the handling of all Submarine Security Program data package material and the operation of the Software Retention Center.

4.2.1 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11, 3.12 and 3.15, and using GFI 6.6 the contractor shall collect from the ship, document, process, and distribute SSBN Patrol and Refit data packages. The contractor shall receive process and distribute SSBN Patrol and Refit Data Packages per Applicable Documents 3.8 and 3.12. Processing data includes stripping of digital data using Government-supplied hardware and software to separate magnetic data and then copying like data for distribution. The contractor shall copy and distribute SSBN Patrol and Refit data IAW Applicable Documents 3.8 and 3.12. The contractor shall enter and track SSBN Patrol and Refit classified data in a Government supplied database. The contractor shall record, duplication of electronic logs in a Government maintained database. The contractor will generate weekly data package status reports.

Deliverables: The contractor will provide weekly data package status reports (A001).

Performance Standard: All Government and NUWC security requirements are met (Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11, and 3.15), AQL 100%. Documentation and inventory of data package material is maintained accurately and up to date (within one day of receipt, destruction or transfer of material), AQL 99%. Duplication of classified material complies with NUWC security requirements; and is properly classified, marked, and accounted for, AQL 100%. Data package material no longer required for retention is properly destroyed IAW security requirement, AQL 100%.

4.2.2 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11 and 3.15, the contractor shall receive, inventory, transfer, deliver, and maintain control of all classified materials including: documents, hardware, firmware and software. The contractor shall conduct regular inventories and audits of all classified material. The contractor shall maintain records of all transfer and destruction documentation. The contractor shall maintain retained patrol reports and associated refit data for two patrol cycles. The contractor shall generate weekly status reports that include: actions taken, inventory results, and audits results.

Deliverables: The contractor shall provide weekly status reports that include: actions taken, inventory results, and audits results (CDRL A001).

Performance Standard: All Government and NUWC security requirements are met (Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11, and 3.15), AQL 100%. Documentation and inventory of classified material is maintained accurately and up to date (within one day of receipt, destruction or transfer of material), AQL 100%. Classified material no longer required for retention is to be properly destroyed IAW security requirements, AQL 97%. Classified material is shipped IAW security requirements (Applicable Documents 3.1, 3.2, 3.3, 3.4, and 3.15), AQL 100%.

4.2.3 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11 and 3.15, the contractor shall receive, inventory, transfer, deliver, and maintain control of all documents, hardware, firmware and software in the Software Retention Center (SRC) IAW Applicable Documents 3.1, 3.2, 3.3, 3.4, and 3.15. The contractor shall verify that the SRC has backup copies of current operational software and maintain software in allowance quantities. The contractor shall retain copies of software one revision back from the current operational version. The contractor shall

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 14 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

transfer required software to the requesting activity in response to requests for replacement in a problem report or work request. The contractor shall generate weekly reports of inventory, transfers, and delivery actions.

Deliverables: The contractor shall deliver software to fleet customers. The contractor shall provide weekly reports of inventory, transfers, and delivery actions (CDRL A001).

Performance Standard: All Government and NUWC security requirements are met (Applicable Documents 3.1, 3.2, 3.3, 3.4, 3.8, 3.11, and 3.15), AQL 100%. The inventory is maintained accurately and up to date (within one day of receipt or transfer of material), AQL 100%. Sufficient copies of software are maintained to meet fleet replacement requests, AQL 97%. Documentation for transfer of material is IAW with security requirements and appropriate receipt and transfer documentation is maintained for each transfer, AQL 100%.

4.2.4 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.8 and 3.15, and using GFI 6.3, the contractor shall train ship's force on the process and procedures to produce a SSBN Patrol or Refit data package. The contractor shall maintain data package training materials up to date. Training shall include: data collection procedures to follow, steps required to process the data package, discussion of individual ship's past problems or issues, security concerns, and the overall purpose of the CCS data package. The contractor shall generate reports of training provided.

Deliverables: The contractor shall provide reports of training provided (CDRL A003).

Performance Standard: Training is accurate, timely and effective, AQL 97%.

4.3 Logistics

4.3.1 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.15, 3.16, 3.17, 3.18 and 3.19, for all received Government and AIT material, the contractor shall conduct warehouse operations at Detachment and On Site Office warehouse facilities (GFP), these operations include receiving, staging, storage, shipping and delivering materials. The contractor shall maintain accurate inventory current to within one working day of all materials in its custody using Government furnished database. The contractor shall provide real-time access to the inventory database to the Government. The contractor shall generate and maintain all receipt and transfer documentation (NAVSUP FORM 1149) for all materials received or transferred. The contractor shall generate a weekly transaction report of all material receipts and transfers

Deliverables: The contractor shall provide a weekly transaction report of all material receipts and transfers (CDRL A001).

Performance Standard: Receipts of all material are processed and visible to the Government within the same working day of receipt, AQL 97%. Maintain all inventories held and managed accurate and current to within one working day, AQL 97%. Identify record and report all modification materials within one week of receipt of the modification, AQL 97%.

4.3.2 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.15, 3.16 and 3.19, and using GFI 6.1, 6.7 and 6.11, the contractor shall research and analyze available Government information sources (databases, material and cross reference listings, ship material load lists, etc.) in order to identify material reutilization assets and to identify assets in support of cost reduction efforts. The contractor shall respond to fleet requests for material reutilization assets from existing Government stock to reduce program costs by identifying material nomenclature, stock number(s), part number (s), asset locations, application, availability and price of the required item(s). The contractor shall generate reports documenting results of material reutilization research and cost reduction recommendations.

Deliverables: The contractor shall report results of material reutilization research and cost reduction recommendations (CDRL A005).

Performance Standard: Written analysis of a material reutilization request is provided within one hour of receipt of the individual item, AQL 99%. Reports include the material nomenclature, stock number, part number, asset locations, application, availability and price of the required item, AQL

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 15 of 45	FINAL
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99%.

4.3.3 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.15, 3.16 and 3.19, for Sponsor Owned Material (SOM), the contractor shall conduct logistics evaluations, material management, asset management, inventory analysis, and fleet requirement analysis for materials in inventories maintained under management at Detachment and On Site Office warehouse facilities (GFP) to assess current applicability to active fleet units. The contractor shall review all assets held in inventory on a semiannual basis for demand, fleet application and failure rate information, and provide recommendations for inventory management. The contractor shall conduct an annual inventory of all material and report the results. The contractor shall submit reports of material demand, fleet application and failure rate information, and provide recommendations for inventory management.

Deliverables: The contractor shall provide the results of the annual inventory of all material (CDRL A008). The contractor shall submit reports of material demand, fleet application and failure rate information, and provide recommendations for inventory management (CDRL A009).

Performance Standard: Inventory results are greater than 95% accurate, AQL 95%.

4.3.4 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.7, 3.9, 3.10, 3.15 and 3.19, and using GFI 6.1, the contractor shall review the TDP, develop lists of required material and ILS products, inventory physical material and ILS products, inventory, delivery documentation, create and provide status reports and shortage lists.

Deliverables: The contractor shall submit reports of TDP status and material shortage lists (CDRL A001).

Performance Standard: Status reports, inventory held and shortage lists are 99.5% accurate and updated daily, AQL 99.5%.

4.3.5 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.7, 3.9 and 3.15, the contractor shall monitor and use the Regional Maintenance and Modernization Coordination Office (RMMCO) website (<https://rmmco.navy.mil>), as described in Applicable Document 3.9, during submarine modernization efforts at Puget Sound Naval Shipyard and the Bangor and Kings Bay submarine bases. The contractor will use the RMMCO website Logistic user functions to input material status of alteration material staged for submarine modernization. At Kings Bay OSO, the contractor will use the RMMCO Gatekeeper user functions to review the data input by Government sponsored contractor AITs to verify it properly reflects the planned alteration for installation during modernization efforts. The contractor shall provide weekly status reports of the alteration team's modernization efforts utilizing the RMMCO website at Puget Sound Naval Shipyard, Bangor and Kings Bay.

Deliverables: The contractor shall provide weekly status reports of the alteration team's modernization efforts utilizing the RMMCO website at Puget Sound Naval Shipyard, Bangor and Kings Bay (CDRL A001).

Performance Standard: The RMMCO website properly reflects the status of all Alteration Installation Team readiness, AQL 97%.

4.3.6 In accordance with applicable documents 3.1, 3.2, 3.3, 3.4, 3.15, 3.16, 3.17 and 3.18, the contractor shall safely operate all material handling equipment (i.e. forklifts, pallet jacks, hand trucks and dollies) (GFP) to move, store, load /unload material and equipment in support of DET/OSO material handling requirements. This includes the loading and unloading of trucks, all loading dock operations and the proper blocking, bracing and over-packing to facilitate over the road shipment.

Deliverables: The contractor shall safely operate all material handling equipment IAW manufactures and OSHA standards.

Performance Standard: All motor vehicles are operated by licensed operators IAW Applicable Documents 3.17 and 3.18, AQL 99.9%. All material handling equipment will be operated only by qualified personnel and in the case of forklifts, licensed to the highest level of available equipment and operated in accordance with regulations Applicable Document. 3.16, AQL 100%

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 16 of 45	FINAL
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5.0 Progress Reports

The Contractor shall deliver monthly cost and performance reports in accordance with the basic contract Clause C16, COST AND PERFORMANCE REPORTING.

6.0 Government Furnished Information (GFI)

6.1 Technical Data Packages (TRID, TZ, OCMOD, SU) and documentation (installation materials, ILS support materials, publications, technical documentation, alteration information, test procedures, spares, MAMs, and I&C spares) (applicable to sections 4.1.1, 4.1.2, 4.1.4, 4.1.6, 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.3.2, and 4.3.4).

6.2 Alteration installation schedules (applicable to section 4.1.2 and 4.1.7).

6.3 Lessons learned (applicable to section 4.1.2 and 4.2.4).

6.4 Site Documents include: site features and requirements such as physical plant layout, local limitations for services/parking/lay down, drawings, system or equipment technical manual, NAVSEA technical specifications, and test procedures (applicable to section 4.1.2).

6.5 Test Procedures: equipment or system specific procedure or process provided in the Technical Data Package, technical manual, operating procedures or drawing (applicable to section 4.1.8, 4.1.10, and 4.1.11).

6.6 Patrol/Refit Data Packages (applicable to section 4.2.1).

6.7 Access to required Government databases (NERP, RMMCO, Submarine Acquisition and Support (SAS), Configuration Data Managers Database – Open Architecture (CDMD-OA)) (applicable to section 4.1.4, 4.1.12 and 4.3.2).

6.8 Audit materials (applicable to section 4.1.5).

6.9 Ship schedules (applicable to sections 4.1.7 and 4.1.9).

6.10 NPES equipment and systems technical manuals (applicable to section 4.1.8).

6.11 Automated configuration management databases: Submarine Acquisition and Support (SAS) and Configuration Data Managers Database-Open Architecture (CDMD-OA) (applicable to sections 4.1.5, 4.1.12 and 4.3.2).

6.12 Memorandum of Agreement (MOA) templates (applicable to section 4.1.3).

6.13 Maintenance Activities include but not limited to: Puget Sound Naval Shipyard, Naval Intermediate Maintenance Facility Pacific North West, Portsmouth Naval Shipyard, Space and Naval Warfare Systems Command Atlantic and Pacific, Naval Surface Warfare Centers, Naval Undersea Warfare Centers, Naval Air Systems Command, Naval Sea Systems Command, General Dynamics Electric Boat, Newport News Shipbuilding, SEACORP, Northrop Grumman/AMSEC, Oceaneering International, VT MILCOM, and Delphinus Engineering.

7.0 Quality Surveillance & Performance Standards

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

Contractor performance shall be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality shall be evaluated against the performance standards defined in the statement of work. Responsiveness shall be evaluated based upon the Government's

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 17 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

experience interacting with the contractor during performance. Timeliness shall be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost shall be evaluated based upon the contractor's ability to manage to the negotiated costs.

The following Clauses are incorporated by Full Text:

HQ C-1-0001 ITEM(S) 4999 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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

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

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

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

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

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

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

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

HQ C-2-0015 DATE/TIME PROCESSING REQUIREMENT--INFORMATION

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 18 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

TECHNOLOGY (NAVSEA)(SEP 2009)

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

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

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

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

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

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

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

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

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

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

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 19 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

(a) Definitions.

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

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

(b) Requirements.

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

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

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

C16S COST AND PERFORMANCE REPORTING (NOV 2011)

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 20 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(1) Access:

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

b) WAWF: See Clause 252.232-7006.

(2) Format.

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

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

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

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

b) Contractor's Performance Report:

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 21 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(4) Submission and Approval.

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

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

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

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

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

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

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

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

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

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

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

(e) The contractor shall remove from the Government site any individual whose presence is deemed

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 22 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

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

- (a) The Contractor shall ensure that unclassified DoD information it receives or produces in support of DoD activities is protected according to the information safeguards described in DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems, which is available at the following web address: <http://www.dtic.mil/whs/directives/corres/pdf/858201p.pdf>
- (b) Upon request by the Government, the Contractor shall provide documentation demonstrating the safeguards the contractor has implemented to ensure the security of unclassified DoD Information.
- (c) Contractor personnel that have not been briefed on DoD Instruction 8582.01 – Security of Unclassified DoD Information on Non-DoD Information Systems shall be denied access contractor systems that contain unclassified DoD information.
- (d) Subcontracts. If the Contractor issues any subcontracts in which the subcontractor will have access to unclassified DoD information, the Contractor shall include this clause.

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

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 23 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

The following Clauses are incorporated by Full Text:

HQ D-1-0001 DATA PACKAGE LANGUAGE

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

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

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

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

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

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

 (Name of Requiring Activity)

 (City and State)

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 24 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

The following Clauses are incorporated by Reference:

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

The following Clauses are incorporated by Full Text:

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

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

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

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 25 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4100	9/30/2013 - 4/30/2014
4300	3/3/2014 - 4/30/2014
6100	9/30/2013 - 4/30/2014
6300	3/3/2014 - 4/30/2014
7101	5/1/2014 - 4/30/2015
7102	5/1/2015 - 4/30/2016
7201	3/16/2015 - 9/30/2015
7202	6/26/2015 - 4/30/2016
7301	3/16/2015 - 9/22/2015
7302	9/23/2015 - 9/22/2016
9101	5/1/2014 - 4/30/2015
9102	5/1/2015 - 4/30/2016
9201	3/16/2014 - 9/30/2015
9202	6/26/2015 - 4/30/2016
9301	3/16/2015 - 9/22/2015
9302	9/23/2015 - 9/22/2016

NOTE: The above table is system generated. In the case of any conflict between the above table and Clause HQ F-1-0003 below, Clause HQ F-1-0003 governs.

The following Clauses are incorporated by Full Text:

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

CLIN	Funding Type	Base or Option #	Performance Period
4100 & 6100	O&M,N	Base	9/30/2013 -4/30/2014
4200 & 6200	OPN	Option 1	9/30/2013 -4/30/2014*
4300 & 6300	RDT&E	Option 2	3/03/2014 -4/30/2014
4400 & 6400	SCN	Option 3	9/30/2013 -4/30/2014*
7101 & 9101	O&M,N	Option 4	5/1/2014 -4/30/2015
7201 & 9201	OPN	Option 5	3/16/2015 -9/30/2015
7301 & 9301	RDT&E	Option 6	3/16/2015 -9/22/2015
7401 & 9401	SCN	Option 7	5/1/2014 -4/30/2015*,**
7102 & 9102	O&M,N	Option 8	5/1/2015 -4/30/2016
7202 & 9202	OPN	Option 9	6/26/2015 -4/30/2016
7302 & 9302	RDT&E	Option 10	9/23/2015 -9/22/2016
7404 & 9402	SCN	Option 11	5/1/2015 -4/30/2016*,**
7103 & 9103	O&M,N	Option 12	5/1/2016 -9/29/2016*,**
7203 & 9203	OPN	Option 13	5/1/2016 -9/29/2016*,**
7303 & 9303	RDT&E	Option 14	5/1/2016 -9/29/2016*,**

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 26 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7404 & 9403	SCN	Option 15	5/1/2016 -9/29/2016*,**
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*** If option is exercised.**

****Exercise of Options 4 through 15 is contingent upon award of award terms dated 4/5/14 through 4/4/19.**

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

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

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

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at Government owned facilities at various shipboard and non-shipboard sites including: Bangor, WA; Bremerton, WA; Kings Bay, GA; Puget Sound Naval Shipyard; Norfolk Naval Shipyard; Pearl Harbor Naval Shipyard; Portsmouth Naval Shipyard; Norfolk, VA; Groton, CT; San Diego, CA; and Honolulu, HI.

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 27 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

NOTE TO THE PAYMENT OFFICE - DFARS PGI 204.7108 (d)(2) DFARS 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 28 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

DESTINATION

(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	S0107A
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N66604
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA645
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes

appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit

price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix

F, (e.g. timesheets) in support of each payment request.

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

Elizabeth Beshara: elizabeth.beshara@navy.mil

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 29 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(g) *WAWF point of contact.*

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

Jerry Palmer at (401)832-4964 or gerard.palmer@navy.mil

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

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

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

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

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUNE 2012)

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

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 30 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

formal modification.

(c) The Contracting Officer is:

Name: Jessica L. Shields
Telephone Commercial: 401-832-4831; DSN: 432-4831
Commercial Fax: 401-832-4820; DSN: 432-4820
Email: jessica.shields@navy.mil

(d) The Task Order Negotiator is:

Name: same as above

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

Name: Stephen G. Stewart
Telephone Commercial: 401-832-7372; DSN: 432-7372
Fax Commercial: 401-832-4820; DSN: 432-4820
Email: stephen.g.stewart@navy.mil

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

Name: Elizabeth Beshara
Code: 2516

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building:
1171 Floor: 2 , Room: C2-28A, Newport, RI 02841

Telephone: Commercial 401-832-3491; DSN 432-3491

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

(g) The Contractor's Representative is:

Name: Wendy E. Sanford
Title: Director of Contracts
Mailing Address: 7622 Bartlett Corporation Drive, Suite 101, Bartlett, TN 38133-8962
Email Address: wendy.sanford@TSMCorporation.com
Telephone: (407) 703-8617
Fax: (407) 650-2741

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES) (MAR 2011)

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

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

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

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

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 31 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

Accounting Data

SLINID	PR Number	Amount
410001	1300375983	
LLA :		
AA 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001886986		
RCP#: N0002413WX00128; ACRN AA		
410002	1300375983	
LLA :		
AA 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001886986		
RCP#: N0002413WX00128; ACRN AA		
610001	1300375983	
LLA :		
AA 1731804 8B2B 252 V7200 0 050120 2D 000000 A00001886986		
RCP#: N0002413WX00128; ACRN AA		

BASE Funding
Cumulative Funding

MOD 01 Funding
Cumulative Funding

MOD 02 Funding
Cumulative Funding

MOD 03

410003	130040368300001	
LLA :		
AB 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002129292		
410004	130040368300002	
LLA :		
AC 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002129292		
410005	130040368300003	
LLA :		
AD 97X4930 NH6A 252 77777 0 050120 2F 000000 A20002129292		
430001	130040368500001	
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002129293		
630001	130040368500002	
LLA :		
AE 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002129293		

MOD 03 Funding
Cumulative Funding

MOD 04

410006	130040663300001	
LLA :		
AF 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002151794		

MOD 04 Funding
Cumulative Funding

MOD 05

710101	130040794000003	
LLA :		
AG 1741804 8B2B 251 V7200 0 050120 2D 000000 A00002161126		
RCP# N0002414WX00052 (ACRN AA)		
710102	130040799100001	
LLA :		
AH 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002161127		
910101	130040794000002	
LLA :		
AG 1741804 8B2B 252 V7200 0 050120 2D 000000 A00002161126		
RCP# N0002414WX00052 (ACRN AA)		

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 32 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

710103 130044240400001 [REDACTED]
LLA :
AJ 1741804 8B2B 252 V7200 0 050120 2D 000000 A00002411496
RCP# N0002414WX00052, ACRN AA

910102 130044240400002 [REDACTED]
LLA :
AJ 1741804 8B2B 252 V7200 0 050120 2D 000000 A00002411496
RCP# N0002414WX00052, ACRN AA

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

710104 130048060700001 [REDACTED]
LLA :
AK 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002745608

720101 130047998000001 [REDACTED]
LLA :
AL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002741663

720102 130047998000002 [REDACTED]
LLA :
AM 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002741663

720103 130047998000003 [REDACTED]
LLA :
AN 97X4930 NH6A 252 77777 0 050120 2F 000000 A20002741663

720104 130047998000004 [REDACTED]
LLA :
AP 97X4930 NH6A 252 77777 0 050120 2F 000000 A30002741663

730101 130048041800003 [REDACTED]
LLA :
AQ 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002743088

920101 130047998000005 [REDACTED]
LLA :
AL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002741663

920102 130047998000006 [REDACTED]
LLA :
AM 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002741663

930101 130048041800002 [REDACTED]
LLA :
AQ 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002743088

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

710201 130048800300001 [REDACTED]
LLA :
AR 1751804 8B2B 252 V7200 0 050120 2D 000000 A00002797769
RCP# N0002415WX00117 ACRN AA

910201 130048800300002 [REDACTED]
LLA :
AR 1751804 8B2B 252 V7200 0 050120 2D 000000 A00002797769
RCP# N0002415WX00117 ACRN AA

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

730102 130049841700001 [REDACTED]
LLA :
AS 1751319 F4TD 000 41756 0 068941 2D 000000 320027659000
RCP#: N4175615WX50209 ACRN: AA

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 33 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

710202 130050389100001 [REDACTED]
LLA :
AT 1751804 8B2B 252 V7200 0 050120 2D 000000 A00002910208
RCP# N0002415WX00117 ACRN AA

720201 130050467300001 [REDACTED]
LLA :
AU 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002915648

910202 130050389100002 [REDACTED]
LLA :
AT 1751804 8B2B 252 V7200 0 050120 2D 000000 A00002910208
RCP# N0002415WX00117 ACRN AA

920201 130050467300002 [REDACTED]
LLA :
AU 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002915648

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

720202 130051311000001 [REDACTED]
LLA :
AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002972432

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

710203 130051626900001 [REDACTED]
LLA :
AW 1751804 70BA 257 00070 R 045924 2D XK1819 0007051819KD
RCP# N0007015WXK1819 (ACRN AA)

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

730201 130051325300001 [REDACTED]
LLA :
AX 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002972436
RCP: N633941WX00204 ACRN: AA

930201 130051325300003 [REDACTED]
LLA :
AX 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002972436
RCP: N6339415WX00204 ACRN: AA

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this contract is:

Name: Louis Carette
Title: Program Manager
Mailing Address: 7622 Bartlett Corporation Drive, Suite 101, Bartlett, TN 38133-8962
Email Address: lou.caretti@TSMCorporation.com
Telephone: (360) 340-5968
Fax: (901) 373-0323

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 34 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

The following Clauses are incorporated by Full Text:

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 171,352 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 35 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 36 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

SLIN	ESTIMATED ALLOTTED TO COST	ESTIMATED ALLOTTED TO FEE	TOTAL AMOUNT ALLOTTED	ESTIMATED PERIOD OF PERFORMANCE
410001				9/30/13 - 4/30/14
410002				9/30/13 - 4/30/14
610001				9/30/13 - 4/30/14
410003				Effective date of modification 03 - 04/30/14
410004				Effective date of modification 03 - 04/30/14
410005				Effective date of modification 03 - 04/30/14
430001				Effective date of modification 03 - 04/30/14
630001				Effective date of modification 03 - 04/30/14
410006				Effective date of modification 04 - 04/30/14
710101				Effective date of modification 05 - 04/30/15
710102				Effective date of modification 05 - 04/30/15
910101				Effective date of modification 05 - 04/30/15
710103				Effective date of modification 07 - 04/30/15
910102				Effective date of modification 07 - 04/30/15
710104				Effective Date of Modification 08 - 04/30/2015
720101				Effective Date of Modification 08 - 09/30/2015
720102				Effective Date of Modification 08 - 09/30/2015
720103				Effective Date of Modification 08 - 09/30/2015

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 37 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

720104				Effective Date of Modification 08 - 09/30/2015
730101				Effective Date of Modification 08 - 09/30/2015
920101				Effective Date of Modification 08 - 09/30/2015
920102				Effective Date of Modification 08 - 09/30/2015
930101				Effective Date of Modification 08 - 09/30/2015
710201				5/1/2015 - 4/30/2016
910201				5/1/2015 - 4/30/2016
730102				Effective date of Mod 10 - 9/30/15
710202				Effective date of Mod 11 - 4/30/16
720201				6/26/2015 - 4/30/2016
910202				Effective date of Mod 11 - 4/30/16
920201				6/26/2015 - 4/30/2016
720202				Effective date of Mod 12 - 4/30/2016
710203				Effective date of Mod 13 - 4/30/16
730201				9/23/2015 - 9/22/2016
930201				9/23/2015 - 9/22/2016

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

(c) CLINs/SLINs *N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed.

Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 38 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

Approved Key Personnel:

Labor Category	Key Person
Analyst, Management I	Canon, Robert E.
Analyst, Management II	Powell, David E.
Analyst, Management III	Moore, Steven Ray
Analyst, Management III	Garman, Melvin E.
Analyst, Management III	Preston, Jonathan H.
Logistician III	Urrutia, Lawrence E.
Logistician III	Mullin, Timothy D.
Manager, Program/Project I	Neal, Paul K.
Manager, Program/Project I	Broxton, Bobby J.
Manager, Program/Project I	Caretti, Louis S.
Specialist, Configuration Management II	Killgore, Wendy L.
Specialist, Configuration Management III	Mary Ann, Collins
Specialist, Configuration Management III	Perdue, Dorothy J.

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

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

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.

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 39 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

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

H81X TRAVEL RESPONSIBILITIES (OCT 2011)

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 40 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

a. FAR:

52.204-2 Security Requirements (AUG 1996)

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

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

52.219-14 Limitations on Subcontracting (DEC 1996)

52.222-3 Convict Labor (JUN 2003)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-54 Employment Eligibility Verification (JAN 2009)

52.223-5 Pollution Prevention and Right-To-Know Information (MAY 2011)

52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEP 2010)

52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification (SEP 2010)

52.227-1 Authorization and Consent (DEC 2007)

52.230-1 Cost Accounting Standards Notices and Certification (OCT 2008)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.244-6 Subcontracts for Commercial Items (DEC 2010)

52.245-1 Government Property (APR 2012)

52.245-9 Use and Charges (APR 2012)

52.251-1 Government Supply Sources (AUG 2010)

52.246-23 Limitation of Liability (FEB 1997)

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

52.251-2 Interagency Fleet Management System (IFMS) Vehicles and Related Services

b. DFARs:

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

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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 41 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

252.227-7017 Identification and Assertion of Use, Release or Disclosure

252.231-7000 Supplemental Cost Principles (DEC 1991)

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

252.235-7011 Final Scientific or Technical Report (NOV 2004)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)

252.245-7002 Reporting Loss of Government Property (FEB 2011)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (APR 2012)

252.246-7000 Material Inspection and Receiving Report (MAR 2008)

252.251-7001 Use of Interagency Fleet Management System (IFMS) Vehicles and Related Services (DEC 1991)

The following Clauses are incorporated by Full Text:

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA VARIATION)(SEP 2009)

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 42 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Option #	CLIN	Fund Type	Exercise Date - No Later Than
Base	4100 & 6100	O&M,N	N/A - Awarded
1	4200 & 6200	OPN	12/1/2013
2	4300 & 6300	RDT&E	4/1/2014
3	4400 & 6400	SCN	12/1/2013
4	7101 & 9101	O&M,N	7/1/2014
5	7201 & 9201	OPN	7/1/2014
6	7301 & 9301	RDT&E	7/1/2014
7	7401 & 9401	SCN	7/1/2014
8	7101 & 9102	O&M,N	7/1/2015
9	7202 & 9202	OPN	7/1/2015
10	7302 & 9302	RDT&E	7/1/2015
11	7402 & 9402	SCN	7/1/2015
12	7103 & 9103	O&M,N	7/1/2016
13	7203 & 9203	OPN	7/1/2016
14	7303 & 9303	RDT&E	7/1/2016
15	7403 & 9403	SCN	7/1/2016

(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, but excluding the exercise of any option under Clause 52.217-8 "Option to Extend Services", shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.244-2 Subcontracts (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).

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 43 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts: **Any new subcontracts not approved in the original task order award.**

(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

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 44 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

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

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

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

Advanced Mission Systems (AMS)
Mikel, Inc

CONTRACT NO. N00178-04-D-4148	DELIVERY ORDER NO. N402	AMENDMENT/MODIFICATION NO. 14	PAGE 45 of 45	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

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

Attachment 1: DD Form 254 (with NPRI Attachment)

Attachment 2: Government Property Made Available Form (GFP)