

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-14-D-7617		2. DELIVERY ORDER NO. 7N02		3. EFFECTIVE DATE 2015 Dec 28		4. PURCH REQUEST NO. 1300538561		5. PRIORITY Unrated	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 ruben martinez/22710 619-553-5853				7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR Applied Management Corporation dba AM 2461 S Clark Street, Ste 111 Arlington VA 22202-3876				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS			
				12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL SMALL DISADVANTAGED X WOMEN-OWNED			
				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G					
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER									
DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
PURCHASE	Reference your _____ furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
Applied Management Corporation dba AM					Michael President				
NAME OF CONTRACTOR		SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL		\$417,588.38	
				BY: /s/Oralee C Martin		12/17/2015 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE				g. E-MAIL ADDRESS		FINAL			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED		40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

This is the task order resulting from solicitation N00024-15-R-3213.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 1 of 37	FINAL
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000		Base Year Labor					\$410,419.58
700001	J012	Labor allocated to ship Hull DDG-117 (SCN)	1.0	LO	\$74,732.45	\$4,483.95	\$79,216.40
700002	J012	Labor allocated to Ship Hull DDG-118 (SCN)	1.0	LO	\$78,792.68	\$4,725.00	\$83,517.68
700003	J012	Labor allocated to Ship Hull DDG-120 (SCN)	1.0	LO	\$78,792.67	\$4,725.00	\$83,517.67
700004	J012	Labor allocated to Ship Hull DDG-121 (SCN)	1.0	LO	\$76,085.16	\$4,565.00	\$80,650.16
700005	J012	Labor allocated to Ship Hull DDG-122 (SCN)	1.0	LO	\$78,792.67	\$4,725.00	\$83,517.67
7001		Option Year 1 Labor					\$421,500.90
700101	J012	Labor (WCF)	1.0	LO	\$397,642.36	\$23,858.54	\$421,500.90
		Option					
7002		Option Year 2 Labor					\$435,621.18
700201	J012	Labor (WCF)	1.0	LO	\$410,963.38	\$24,657.80	\$435,621.18
		Option					
7003		Option Year 3 Labor					\$449,212.57
700301	J012	Labor (WCF)	1.0	LO	\$423,785.44	\$25,427.13	\$449,212.57
		Option					
7004		Option Year 4 Labor					\$461,970.21
700401	J012	Labor (WCF)	1.0	LO	\$435,820.95	\$26,149.26	\$461,970.21
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000					\$7,168.80
900001	J012	ODC in support of DDG 117, 118, 120 (WCF)	1.0	LO	\$4,301.28
900002	J012	ODC in support of DDG 121, 122 (WCF)	1.0	LO	\$2,867.52
9001					\$7,168.80
900101	J012	ODC in support of CLIN 7001 (WCF)	1.0	LO	\$7,168.80
		Option			
9002					\$7,168.80
900201	J012	ODC in support of CLIN 7002 (WCF)	1.0	LO	\$7,168.80

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9003					\$7,168.80
900301	J012	ODC in support of CLIN 7003 (WCF)	1.0	LO	\$7,168.80
		Option			
9004					\$7,168.80
900401	J012	ODC in support of CLIN 7004 (WCF)	1.0	LO	\$7,168.80
		Option			

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009) (5252.216-9205)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 26,100 hours. The 26,100 direct labor hours include zero (0) uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$4.45 per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7000	\$23,231.30	5220	\$4.45
OPTION I	7001		5220	
OPTION II	7002		5220	
OPTION III	7003		5220	
OPTION IV	7004		5220	

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

B-4 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

This task order is incrementally funded with respect to both cost and fee.

The amounts presently available and allotted to this task order for payment of cost and fee are as follows:

7000 \$387,188.28 COST; \$23,231.30 Fee

9000 \$7,168.80 ODC

The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral task order modification, and any such modification shall state the total amount allotted for cost and fee, and the CLINs covered thereby.

Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 4 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with the Performance Work Statement (PWS) and Exhibit A Contract Data Requirements List (CDRL).

PERFORMANCE WORK STATEMENT (PWS)

FOR

ENGINEERING AND DOCUMENTATION SUPPORT FOR UNDER SEA WARFARE TACTICAL SYSTEMS

20 April 2015

1.0 INTRODUCTION

The Under-Sea Warfare (USW) Systems Engineering C4I Group is acquiring technical engineering, software/firmware, hardware design, assembly / test and documentation services to support programs addressing Surface Combatant Under-Sea Warfare Programs.

2.0 BACKGROUND

The Space and Naval Warfare Systems Center, Pacific (SSC-Pacific), Code 52240, is tasked by NAVSEASYS COM IWS5B2A and PEO SUB 404 to provide engineering support for the development and design of surface combatant control systems, including all variants of the Torpedo Setting Panel (TSP) MK 331 Mod 4, Control Panel (CP) MK 309 Mod 2, Torpedo Presetter Test Set (TPTS), MK 432 Torpedo Presetter/Test Set (TPTS), Surface Vessel Torpedo Tube (SVTT) Simulator, Torpedo Downloader System (TDS) and electronics interface requirements to enable Surface Ship Torpedo Defense (SSTD) implementation on Navy high value Surface Combatants and Naval Logistics Supply platforms.

3.0 SCOPE

The Department of the Navy, Space and Naval Warfare Systems Pacific is acquiring engineering technical services and documentation support of specialized technology in Under Sea Warfare (USW) tactical systems engineering, in-service engineering support of current fleet systems and documentation tasking present and future Under Sea Warfare (USW) Systems. Under this Task Order, the contractor shall provide technical engineering and documentation support for Under-Sea Warfare (USW) Fire Control Systems in task areas under Technical Requirements; Specification and Design, Fabrication and Integration, Test and Evaluation, Studies and Analysis, and System Safety/Weapon Certification Support, each with related functional subtasks.

This is a level of effort (term), severable task order.

4.0 APPLICABLE DIRECTIVES/DOCUMENTS

In the event of a conflict between the text of this Performance Work Statement (PWS) and the

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

specifications/references cited herein, the text of the PWS shall take precedence. Nothing in the documents/references however, shall supersede applicable laws and regulations, unless a specific exemption has been obtained. The following are for reference only, except where invoked for a specific section of the PWS.

Any MIL Documents shall have been reviewed IAW DOD 4120.24-M, Defense Standardization Program (DSP) Policies and Procedures, and USD Policy Memo 05-3.

MK 331 MOD 4 TSP

ICD	WS 33450 Rev 2 CH 1	NTDS/ATM ICD SVTT Mk 32 Mod 19	Feb 2000
IDS	WS 33448/0 Rev 0	NTDS Interface Description Specification. (TSP Mod 4, no ROR)	Oct 1999
IDS	WS 33448/0 Rev 1	NTDS Interface Description Specification. (TSP Mod 4, ROR)	Apr 2014
IDS	WS 33448/1 Rev 1 CH 2	ATM Interface Description Specification. (ECP 1664 incorporated)	Jun 2003
IDS	WS 33448/2 Rev 1	Interface Design Specification between Torpedo Setting Panel Mk 331 Mod 4 and Undersea Warfare Control Functional Segment of Surface Ship USW Combat System for Ethernet (100Base-FX) Communication (ECP 1845 incorporated)	Jan 2010
PIDS	WS 33449 CH 1	Prime Item Development Specification / With Ethernet	Jan 2006
SRS	WS 33451 CH 3	Software Requirements Specification - NTDS/ATM /Ethernet.	Feb 2006
SVD	0204684-1 Rev 8	Software Version Description Ethernet with ECP 1845	Feb 2006
TM	SW189-AK-MMO-010	Torpedo Setting Panel, Mk 331 Mod 4 for AN\SQQ-89(V)15; Description, Operation and Maintenance	Sep 2001
TM	SW189-AL-MMO-010	Torpedo Setting Panel, Mk 331 Mod 4 NTDS, Part No. 0132424-1; Description, Operation and Maintenance Manual	Oct 2002

MK 432 Test Set

OM	ST890-DL-OPI-010/MK 432 MOD 7	Mk 432 Mod 7 Operators Manual	1 Aug 2007
OM	ST890-CY-MMO-010/MK 432 MOD 6, Rev 1	Mk 432 Mod 6 Operators Manual	31 Jul 2003
MM	ST890-B4-MMI-010/MK 432 MOD 6, Rev 1	Torpedo Presetter Test Set, Mk 432 Mod 6 with ORDALT 16874; Maintenance and Troubleshooting with Illustrated Parts Breakdown	1 Feb 2005
PIDS	WS 33445	Prime Item Development Specification	Aug 1997

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 6 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

OM	ST890-C4-MAN-010/MK 432 MOD 4	Mk 432 Mod 4 Operators Manual	1 Dec 1988
MM	ST890-C4-MMI-010/MK 432 MOD 4	Mk 432 Mod 4 Maintenance Manual	1 Mar 1995
PIDS	WS 27285	Prime Item Development Specification	Nov 1987

SVTT Simulator

MM	SW395-AT-MMI-010/SM	SVTT Simulator Operator & Maintenance Manual	10 Oct 2000
MM	WS 26516	SVTT Simulator Operator & Maintenance Manual	1 Apr 1991

TWS/ATT

PIDS	WS 35537	Prime Item Development Specification for the AURE Electronics	25 Sep 2013
PIDS	WS 35538	Prime Item Development Specification for the Distribution Control Panel	25 Sep 2013
IDS	WS 35539	Interface Design Specification between Ready Stow Group and Tactical Control Group	25 Sep 2013
IDS	WS 35535	Interface Design Specification between Countermeasure Anti-Torpedo and External Computer	25 Sep 2013
SRS	WS 35540	Software Requirements Specification for the AURE Electronics	25 Sep 2013
SRS	WS 35580	Software Requirements Specification for the Distribution Control Panel	25 Sep 2013
EICD	WS 35613	Electrical Interface Control Document for the AURE Electronics	29 Feb 2012

5.0 TECHNICAL REQUIREMENTS

The contractor shall perform the following tasks. (CDRLs A001, A002, A003 and A004)

5.1 Specification and Design

The contractor shall:

5.1.1 Develop requirements, specifications and/or designs at the system, subsystem, component level, and/or for hardware/software test aids/interfaces.

5.1.2 Develop, modify and incorporate software/firmware code to existing and future systems for the incorporation and integration of Under Sea Warfare (USW) tactical systems requirements.

5.1.3 Prepare technical data, including, as a minimum: engineering drawings, design and procedural documents, parts lists, technical reports, change proposals, operators/service manuals and software documentation.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

5.2 Fabrication and Integration

The contractor shall:

- 5.2.1 Fabricate, integrate, and assemble systems, subsystems, components, and/or hardware/software test aids/interfaces.
- 5.2.2 Develop/modify technical manuals and operator/maintenance manuals.
- 5.2.3 Install prototype systems/subsystems/components, production systems, subsystems, and components.

5.3 Test and Evaluation

The contractor shall:

- 5.3.1 Test systems, subsystems and components.
- 5.3.2 Integrate, deploy and operate systems, subsystems and components.
- 5.3.3 Develop and maintain test support tools and equipment for system, subsystems, and component tests for USW support and integration.
- 5.3.4 Conduct acceptance and integration level tests. Conduct Independent Verification and Validation (IV&V), analyze test results and generate analysis reports.
- 5.3.5 Develop training plans and materials, conduct training courses, and step-by-step operating procedures for USW system/subsystem and/or component hardware/software.

5.4 Studies and Analysis

The contractor shall:

- 5.4.1 Perform studies and give recommendations for proposed concepts or enhancements. Prepare updates to concept/enhancement documents.
- 5.4.2 Employ latest technological advances related to hardware or software applications. Incorporate the latest technology to the applicable systems and future systems by selecting appropriate specifications for current and projected systems, subsystem, and components and analyze the results.
- 5.4.3 Reduce and process raw data by utilizing all available facilities. Use applicable simulations or performance evaluation models to determine the effectiveness of systems, subsystems, and components. Process data gathered from system, subsystem, and concept validation tests. Analyze the results and compare them to results obtained from other similar systems and subsystems and/or simulations and/or performance evaluation models.
- 5.4.4 Shall be tasked to conduct system safety analysis to ensure safe equipment interface, test procedures, equipment handling and weapon safety impact protocols in Under Sea Warfare (USW) Systems, including the following;

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

5.4.4.1 Forming and running System Safety Working Groups (SSWGs)

5.4.4.2 Perform high level safety analyses reviews.

5.4.4.3 Review system designs for safety impacts.

5.4.4.4 Perform mapping system design requirements to safety requirements.

5.4.5 Prepare MIL-STD-882 documentation including Technical Data Packages, Letter Data Packages, and presentations for Software Systems Safety Technical Review Panel (SSSTRP), Weapon System Explosives Safety Review Board (WSESRB), and Fuze and Initiation Safety Technical Review Panel (FISTRP).

5.5 In-service Engineering Support

The contractor shall:

5.5.1 Provide technical assistance for surface combatant USW systems by evaluation, repair, modification and verification.

5.5.2 Update the current USW fleet hardware/software to the latest technological advances in the field, by the incorporation of technology to reduce and minimize component obsolescence and the utilization of current electronic manufacturing techniques. Maintain current fielded systems to form-fit-function, with enhancements to capability, reliability and maintainability.

5.6 Meetings and Documentation

The contractor shall:

5.6.1 The Contractor shall participate in meetings and Contractor shall compile information, present data, designs, and software/firmware analyses.

5.6.2 Participate in meetings. The contractor shall create presentation slides, present data, designs and software/firmware analyses.

5.7 Option Periods 1, 2, 3 & 4

The technical requirements of the option periods are identical to the base period technical requirements (paragraphs 5.1 through 5.6).

6.0 DATA DELIVERABLES

Deliverables under this contract will have been reviewed IAW "DON Policy on Digital Product/Technical Data, ASN RD&A MEMO of 23 OCT 2004 and shall provided be in accordance with the Contract Data Requirements List, CDRL DD Form 1423, as specified in this Task Order.

7.0 TRAVEL

Travel is anticipated for the performance of the tasks delineated in this statement of work.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

Proposed travel includes, but may not be limited to, the estimates of travel listed below, including destination, period of travel, number of personnel, and special requirements, if any. All travel is subject to approval by the Government.

One person, two trips, three days, to Washington DC

8.0 SECURITY

8.1 SECURITY REQUIREMENTS

The nature of this task requires access to Secret information. The work performed by the Contractor will include access to unclassified and up to Secret data, information, meetings, and spaces.

Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact ssc_fortrav@navy.mil.

As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL); 3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

8.2 Operations Security

OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or CPI, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements, and in accordance with the OPSEC attachment to the DD254, Attachment 1.

9.0 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) 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 (from contractors) 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>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is J012.

Details about ECMRA can be found at NMCARS 5237.102(90) https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars.

10.0 PERFORMANCE REQUIREMENTS

10.1 Performance Requirement. The contractor shall provide services and deliverables in accordance with this PWS and in accordance with the attached task order Contract Data Requirements List (CDRL) items, see Exhibit A.

10.2 Performance Standard. The contractor's performance shall meet all of the requirements of this PWS and comply with all applicable guidance, directives, and standards. The contractor shall deliver all task order data items in accordance with the authorities, content, format, media, marking, applications, quantities, frequency and submission date, delivery method, addressee, and DD250 requirements specified in the CDRL for each data item.

10.3 Acceptable Quality Level. The effectiveness of the contractor's deliverables and services will be measured for 100% compliance with all PWS and CDRL requirements. The Government will evaluate (1) the quality of services and deliverables in terms of the contractor's compliance with the performance standard, (2) the contractors' timeliness with respect to task order, milestones, and delivery schedules, (3) the contractor's cost control in terms of effectiveness in forecasting, managing, and controlling cost, and (4) the contractor's business relations in terms of timeliness, completeness, quality of problem identification and corrective action, and reasonable and cooperative behavior.

10.4 Method of Surveillance. The Government will monitor and assess the contractor's performance in accordance with this task order's Performance Requirements Summary (PRS) which is in conformance with the Government's Quality Assurance Plan (QAP), See Attachment 2.

10.5 Incentive. Failure to meet acceptable quality levels may result in an unsatisfactory past performance report by the Government.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

12.0 OTHER

12.1 Place of Performance. Performance is anticipated to be at SPAWAR Systems Center Pacific and at the travel location(s) listed above.

12.2 Government Point(s) of Contact

12.2.1 Task Order Manager (TOM): David T. Cammack, Code 52240, SPAWARSSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001

Email: david.cammack@navy.mil

12.2.2 Financial Point of Contact (FPOC): David T. Cammack, Code 52240, SPAWARSSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001 Email: david.cammack@navy.mil

C-2 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200) –

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

C-3 WORKWEEK (APR 2012) (5252.222-9200)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Pacific (SSC Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SSC Pacific unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SSC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SSC Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SSC Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-4 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-5 KEY PERSONNEL (DEC 1999) (5252.237-9601)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 days period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
Michael L. Williams	Program Manager
David P. Zrucky	Senior Engineer/Analyst
Andrea Vidal	Senior Engineer/Analyst II
Leticia Castro	Electronics/Electrical Technician
Sylvia Romey	Mechanical Technician

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-6 PERSONNEL QUALIFICATION REQUIREMENTS

The Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided in Attachment 3, Key Personnel Qualifications.

C-7 LABOR CATEGORY IDENTIFICATION.

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at the time of award. Also see Attachment 3 for a description of the Key Personnel Qualification. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category categories:

Labor Category	Offeror Corresponding Labor Category
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CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 15 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

Program Manager

Program Manager

Senior Engineer/Analyst

Senior Engineer/Analyst

Senior Engineer/Analyst II

Senior Engineer/Analyst II

Electronics/Electrical Technician

Electronics/Electrical Technician

Mechanical Technician

Mechanical Technician

C-8 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

The liability insurance clauses in the basic contract are invoked for this task order.

(End of clause)

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

See Section G – Contracting Officer Representative (COR)

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

700001	12/28/2015 - 12/27/2016
700002	12/28/2015 - 12/27/2016
700003	12/28/2015 - 12/27/2016
700004	12/28/2015 - 12/27/2016
700005	12/28/2015 - 12/27/2016
900001	12/28/2015 - 12/27/2016
900002	12/28/2015 - 12/27/2016

CLIN - DELIVERIES OR PERFORMANCE

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

700001	12/28/2015 - 12/27/2016
900001	12/28/2015 - 11/27/2016

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

700101	12/28/2016 - 12/27/2017
700201	12/28/2017 - 12/27/2018
700301	12/28/2018 - 12/27/2019
700401	12/28/2019 - 12/27/2020
900101	12/28/2016 - 12/27/2017
900201	12/28/2017 - 12/27/2018
900301	12/28/2018 - 12/27/2019
900401	12/28/2019 - 12/27/2020

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

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

252.204-0004 Line Item Specific: by Fiscal Year (Sep 2009)

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

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 10th of the following month to the addressees identified in CDRL Item A001. This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Contracting Officer Representative.

G-2 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee task order.

G-3 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(252.232-7006)

(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

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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 (FAR 52.216-7; 52.216-13; 52.216-14; 52.232-7)

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

Not Applicable

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Block 15 of DD1155
Issue By DoDAAC	N66001
Admin DoDAAC	See Block 7 of DD 1155
Inspect By DoDAAC	N66001
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	S2404A
Other DoDAAC(s)	N/A

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

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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.

Please include the e-mail address identified in clause G-5 below.

(g) WAWF point of contact.

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

Not Applicable

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

(End of clause)

SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 22 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

Name: Tammy Sanchez
Code: 20000
Address: 53560 Hull Street, San Diego CA 92152
Phone: (619) 553-3200
E-Mail: tammy.sanchez@navy.mil

G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer's Representative for this Task Order:

Name: David T. Cammack
Code: 52240
Address: SPAWAR Systems Center Pacific, 53560 Hull St, San Diego, CA 92152
Phone: 619-553-2859
Email: david.cammack@navy.mil

Accounting Data

SLINID	PR Number	Amount
700001	130053856100001	79216.40
LLA :		
AA 1731611 1224 310 SH400 0 050 120 2D 000000 A00003183925		
700002	130053856100002	83517.68
LLA :		
AB 1731611 1224 310 SH400 0 050120 2D 000000 A10003183925		
700003	130053856100003	83517.67
LLA :		
AC 1731611 1221 310 SH400 0 050120 2D 000000 A20003183925		
700004	130053856100004	80650.16
LLA :		
AD 1751611 1224 310 SH400 0 050120 2D 000000 A80003183925		
700005	130053856100005	83517.67
LLA :		
AE 1751611 1224 310 SH400 0 050120 2D 000000 A70003183925		
900001	130053856100006	4301.28
LLA :		

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 23 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

AA 1731611 1224 310 SH400 0 050120 2D 000000 A00003183925

900002 130053856100007

2867.52

LLA :

AD 1751611 1224 310 SH400 0 050120 2D 000000 A80003183925

BASE Funding 417588.38

Cumulative Funding 417588.38

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 24 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)

(a) A contractor picture badge may be issued to contractor personnel by the SSC PACIFIC SYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SSC PACIFIC SYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SSC PACIFIC SYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SSC PACIFIC SYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 25 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The SPAWAR Systems Center Pacific (SSC PACIFIC) may release to individuals employed by SSC PACIFIC support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SSC PACIFIC may release the contractor’s or subcontractors’ Information include the following:

(1) To other SSC PACIFIC contractors and subcontractors, and their employees tasked with assisting SSC PACIFIC in handling and processing Information and documents in the administration of SSC PACIFIC contracts, such as file room management and contract closeout; and,

(2) To SSC PACIFIC contractors and subcontractors, and their employees tasked with assisting SSC PACIFIC in accounting support services, including access to cost-reimbursement vouchers.

(d) SSC PACIFIC recognizes its obligation to protect the contractor and its subcontractors from

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 26 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

competitive harm that could result from the release of such Information. SSC PACIFIC will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SSC PACIFIC determines that access is required by other SSC PACIFIC contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SSC PACIFIC employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
- (4) SSC PACIFIC contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SSC PACIFIC shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.
- (e) SSC PACIFIC's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 27 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 28 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____
TYPED NAME _____
DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”) (SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service”

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. 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 and otherwise serve to accomplish the contractual statement of work.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 29 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order 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 task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order 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 the task order.

H-8 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per Diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 30 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 32 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 34 of 37	FINAL
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SECTION I CONTRACT CLAUSES

I-1 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 options under this clause, shall not exceed five years.

I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

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

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

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

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but 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) and (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 contracts:

Any subcontract that is of the cost-reimbursement, time-and-materials, or labor-hour type; or is fixed-price and exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 35 of 37	FINAL
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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting –
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant differences 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 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

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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:

No subcontractors were proposed.

Alternate I

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

CONTRACT NO. N00178-14-D-7617	DELIVERY ORDER NO. 7N02	PAGE 37 of 37	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification (DD254)

Attachment 2 - Performance Requirements Summary

Attachment 3 - Key Personnel Qualifications

Exhibit A - Contract Data Requirements List (CDRL)