

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
023. EFFECTIVE DATE
06-Jul-20164. REQUISITION/PURCHASE REQ. NO.
NA5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00024

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

Naval Sea Systems Command (NAVSEA)
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
 WASHINGTON NAVY YARD DC 20376-2040

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

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
 UNIVERSAL CONSULTING SERVICES, INC.
 3975 Fair Ridge Dr. Ste. S400
 Fairfax VA 22033-2911

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7985-EH01

10B. DATED (SEE ITEM 13)

02-Mar-2016

CAGE CODE
1SUM1

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)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

06-Jul-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of Mod 2 to Task Order N00178-14-D-7985-EH01 is to:

1. Update the cognizant contracting activity to Indian Head POC/1102's in Section G as follows:

To:

[REDACTED]

PURCHASE OFFICE REPRESENTATIVE (POR)

[REDACTED]

2. Update Issue By DoDAAC in Section G as follows:

From: N00024

To: N00174

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED]

The total value of the order is hereby increased from [REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)	██████	█	██████████	██████████	\$2,376,490.79
700001	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
700002	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
700003	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
700004	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
700005	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
700006	R499	Base Year: Labor See Note A, E, and H) (O&MN,N)					
7001	R499	Base Year Surge (See Note A, B, E and G) (O&MN,N)	██████	█	██████████	██████████	\$255,609.20
7100	R499	Option Year 1: Labor (See Note A, B, E and H) (O&MN,N) Option	██████	█	██████████	██████████	\$2,444,798.25
7101	R499	Option Year 1 Surge (See Note A, B, E, G, and H) (O&MN,N) Option	██████	█	██████████	██████████	\$262,949.67
7200	R499	Option Year 2: Labor (See Note A, B, E, and H) (O&MN,N) Option	██████	█	██████████	██████████	\$2,515,218.11
7201	R499	Option Year 2 Surge (See Note A, B, E, G, and H) (O&MN,N) Option	██████	█	██████████	██████████	\$270,537.76
7300	R499	Award Term 1: Labor (See Note A, B, E, F, and H) (O&MN,N) Option	██████	█	██████████	██████████	\$2,589,400.27
7301	R499	Award Term 1 Surge (See Note A, B, E, F, G, and H) (O&MN,N) Option	██████	█	██████████	██████████	\$278,519.86

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R499	Award Term 2: Labor (See Note A, B, E, F, and H) (O&MN,N) Option					\$1,932,424.63
7401	R499	Award Term 2 Surge (See Note A, B, E, F, G, and H) (O&MN,N) Option					\$554,205.59

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7500		Contract Data Requirements List (CDRLS)(See Note C)	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Base Year Other Direct Costs to support CLIN 7000 and 7001 (See Note D) (O&MN,N)	1.0	LO	
9100	R499	Option Year 1 Other Direct Costs to support CLIN 7100 and 7101 (See Note B and D) (O&MN,N) Option	1.0	LO	
9200	R499	Option Year 2 Other Direct Costs to support CLIN 7200 and 7201 (See Note B and D) (O&MN,N) Option	1.0	LO	
9300	R499	Award Term 1 Other Direct Costs (ODCs) to support CLIN 7300 and 7301 (See Note B, D, and F) (O&MN,N) Option	1.0	LO	
9400	R499	Award Term 2 Other Direct Costs (ODCs) to support CLIN 7400 and 7401 (See Note B, D, and F) (O&MN,N) Option	1.0	LO	

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the SOW provided in Section C for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

Proposed labor hours will be incorporated in Section B pricing structure as well as the Level of Effort clause found in Section H upon Task Order award. The Government estimate is approximately 151,000 (including surge) total man-hours over 5 years. The Government estimate is based on the total anticipated level of effort for all Task areas combined.

NOTE B: OPTION

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

NOTE C: NOT SEPARATELY PRICED

The Contractor shall provide data for items in accordance with the Contract Data Requirements List (CDRL), Exhibit A, attached hereto. CDRLs are included in the price of Labor CLINs. Offeror shall propose \$0.00 for this Line Item.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

NAVSEA Procurement System Support

1.0 BACKGROUND

The Standard Procurement System (SPS) has been operational across the Department of Defense (DoD) for approximately 15 years. The Naval Sea Systems Command (NAVSEA), with a user base of approximately 2,000 users, is currently using SPS as its primary contract writing system. As part of the SPS rollout, the Federal Government set a goal of achieving 100% paperless acquisition for all DoD agencies. NAVSEA's goal, in concert with other activities across the Department of the Navy, is implementing end-to-end eBusiness solutions in order to streamline its acquisition processes and provide for greater data accuracy. Complementary, yet essential, elements of the paperless process include a myriad of system interfaces that provide the electronic linkage between the procurement system and a multitude of feeder and parallel systems (e.g. SeaPort-e and Navy ERP) within the NAVSEA enterprise. These interfaces provide an integrated electronic data solution across the NAVSEA Contracting Competency and directly support the NAVSEA Strategic Business Plan. Yet another goal is the increased oversight of Information Assurance (IA)/Cybersecurity by DoD and the Navy. Due to recent cybersecurity trends this increased focus is becoming a part of everyday actions for managing NAVSEA systems. As a part of the sustainment of the SPS and the integrated environment across NAVSEA, numerous sustainment activities need to occur. These activities require specific expertise in the deployment, implementation, sustainment and support of the procurement system and the interfaces between the SPS, Navy ERP, FPDS-NG, the Global Exchange (GEX), and other Federal Systems. As SPS, the current electronic procurement system, is reaching its end of life, the Department of the Navy is planning to replace SPS with a new Navy Electronic Procurement System by the end of Fiscal Year 2020. As such, the support under this contract will require support for the current SPS product suite, which is based on the Procurement Desktop-Defense (PD2) software, and continued support in transitioning and data migration to the future procurement solution chosen by the Navy. For the purpose of this effort, the term Procurement System will be used to represent both the SPS and a future procurement system.

2.0 SCOPE

NAVSEA is currently deployed with PD2 version 4.2 Increment 2 SR15 within the command's contracting competency environment. The system is installed and maintained at the Space and Naval Warfare (SPAWAR) Navy Enterprise Data Center (NEDC) New Orleans, LA (NOLA) and is remotely administered, and accessed by users, through a Citrix gateway connection.

This order shall provide broad procurement system program, functional, training, and technical support as well as onsite services for sustainment and support of the Procurement System and the integrated systems environment throughout the NAVSEA Enterprise. This order shall provide support in areas pertaining to end user Help Desk Support, both functional and technical, Database Administration, Training, CITRIX support, Technical Architecture, and Business Process support. NAVSEA Headquarters (located at the Washington Navy Yard) is the main activity where on-site

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contractor support personnel will be located (when on-site facilities are available). However, occasional travel to NAVSEA's field activities to support training and business process improvements is anticipated. The main field activities include:

- Naval Surface Warfare Centers

Carderock Division, Bethesda, MD
9500 MacArthur Blvd., West Bethesda, MD 20817-5700

Crane Division, Crane, IN
300 HIGHWAY 361, Crane, IN 47522-5001

Dahlgren Division, Dahlgren, VA
6149 Welsh Road, Suite 203, Dahlgren, VA 22448

Panama City Division, Panama City, FL
110 Vernon Avenue, Panama City, FL 32407-7001

The Naval Experimental Diving Unit, Panama City, FL
321 Bullfinch Road, Panama City Beach, Florida 32407-7012

Indian Head Division, Indian Head, MD
3767 Strauss Avenue, Indian Head, MD 20640-5150

Port Hueneme Division, Port Hueneme, CA
4363 Missile Way, Port Hueneme, CA 93043-4307

- Naval Undersea Warfare Centers

Newport Division, Newport, RI
1176 Howell Street, Newport, RI 02841-1708

Keyport Division, Keyport, WA
610 Dowell Street, Keyport, WA 98345-7610

- Supervisor of Shipbuilding, Conversion and Repair Yards

SUPSHIP Groton, Groton, CT
73 Eastern Point Road, Groton, CT 06340-4990

SUPSHIP Newport News, Newport News, VA
4101 Washington Avenue Bldg. 2, Newport News, VA 23607-2787

SUPSHIP Gulf Coast, Pascagoula, MS
P.O. Box 7003, Pascagoula, MS 39568-7003

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SUPSHIP Bath, Bath, ME
574 Washington Street, Bath, ME 04530-1905

- Naval Regional Maintenance Centers and Naval Shipyards

Southeast RMC, Mayport, FL
P.O. Box 280057, Mayport, FL 32228-0057

Southwest RMC, San Diego, CA
3755 Brinser Street, Suite 1, San Diego, CA 92136

Northwest RMC, Bremerton, WA
1400 Farragut Avenue, Bremerton, WA 98314-5001

Mid-Atlantic RMC, Norfolk, VA
9727 Avionics Loop, Norfolk, VA 23511-2124

Pearl Harbor Naval Shipyard and Int. Maint. Facility, Pearl Harbor, HI
667 Safeguard St, Suite 100, Pearl Harbor, HI 96860-5033

Portsmouth Naval Shipyard, Portsmouth, NH
Portsmouth, NH 03804-5000

- NAVSEA Supported Program Executive Offices (PEOs) and Program Offices/Directorates located at 1333 Isaac Hull Avenue, S.E., Washington Navy Yard, DC

3.0 SPECIFIC TASKS

3.1 Project Management

The contractor shall perform project management functions and work closely with the NAVSEA 02 eBusiness leads to provide management support for the Procurement System. The contractor shall offer expert project management and business process knowledge for process improvements to facilitate sustainment and implementation with current and future procurement solutions.

3.2 Functional Support at NAVSEA Headquarters

The contractor shall provide the following services to NAVSEA 02:

(1) Functional Process and User Support

The contractor shall provide procurement product support services and expertise to answer users' functional and technical questions related to the use of the procurement product, integrated systems, Procurement Data Standards (PDS) compliance, and NAVSEA procurement and acquisition processes. Services must be provided in a manner consistent with NAVSEA's Contracting Handbook, Electronic Procurement Request (ePR) Guide, and NAVSEA ERP Business Rules. The contractor shall staff a fully operational functional and technical user support team, which will

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support the NAVSEA enterprise contracting community. Functional and technical user support shall be available no later than 07:00 and at least until 18:00 local time, Monday through Friday, excluding Federal Holidays. Additional support hours will be required during the last two weeks of the Fiscal Year. Staffing shall be adjusted within the coverage window to best minimize issue resolution time. As part of the user support team operation, the contractor shall track user inquiries, software issues, and problem resolutions through an automated system. The contractor shall be proficient in NAVSEA's Navy ERP contracting functional processes and system implementation, to include Navy ERP interface and contracting processes in both the General Fund and Warfare Center communities. The contractor personnel shall be the central points of contact for functional and technical items pertaining to the procurement system and procurement system interfaces, and will be required to work closely with the SPAWAR hosting personnel, other contractors supporting NAVSEA and Navy Programs, and Government procurement and technical personnel.

The contractor shall provide expert advice, analysis, business process re-engineering and technical assistance to increase the use and effectiveness of the procurement system across the NAVSEA Enterprise, along with other e-Business tools and solutions that currently (or potentially could) interface with the procurement system. Current tools include Navy ERP, Federal Procurement Data System-Next Generation (FPDS-NG), Department of Defense Electronic Document Access (DOD EDA), Army Contract Business Intelligence System (ACBIS), Global Exchange (GEX), SeaPort-e, Mechanization Of Contract Administration Services (MOCAS), and the Federal System for Award Management (SAM) system. The contractor shall assist NAVSEA with the operational changes associated with new business processes and system administration functions within the procurement software. This effort shall include the identification of technical, process, or training shortfalls and recommended solutions for ensuring the greatest level of efficiency by all users. The contractor shall understand any new NAVSEA processes and how the incorporation of these processes will impact the user community. The contractor shall be the Subject Matter Experts in functional and technical areas surrounding the use of the procurement system to include contract-related reporting in the Corporate Data Warehouse (CDW) and the Electronic Data Warehouse (EDW), and provide recommended process changes to better support the user community. The contractor shall be proactive in initiating conversations with the Government in process and system improvements prior to issues being identified. The contractor shall make recommendations and implement improvements and technical solutions to ultimately improve the end user experience.

(2) Training Support:

The contractor shall provide users with training and assistance in using the procurement system in accordance with the approved NAVSEA Contracting Policies (e.g., NAVSEA Electronic Purchase Request (ePR) Guide, NAVSEA Contracts Handbook, FAR, DFARS, NMCARS) and other existing training documents and desk guides providing information and guidance to the contracting user community. The contractor shall assist in developing customized training programs and documentation, such as user guides, as well as assist in the on-site execution of training sessions at NAVSEA Headquarters, Program Executive Offices, Directorates, Program Offices and/or field activities for the procurement system, both using web-based training tools and in person. The contractor shall assist in the collection of training information for data calls as defined by the

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Government.

3.3 Technical Support

(1) System Administration Support:

The contractor shall perform system administration support to include: data backup and recovery services as needed, upgrading the procurement application and the interface as required, respond to user system performance complaints, database error messages, and assist in maintaining interfaces to external systems. The contractor shall also complete and document accordingly any system configuration changes as well as maintain an overarching configuration management plan.

(2) Database Administration Support:

The Database Administrator (DBA) shall be responsible for the upkeep and maintenance of the procurement system's database component, including the configuration of system tables, indexes, backups, security, performance enhancement and tuning, management and control of database consolidations and replications utilizing the necessary Sybase tools. The DBA shall be proficient in the use of standard database Structured Query Language (SQL) to support business intelligence and reporting capabilities and applications that interact with the procurement system. The contractor shall also possess knowledge of the procurement system data model in order to assist with the development of database scripts to address the solving of user issues.

(3) Interface Support:

The contractor shall maintain interface support utilizing the approved middleware for the procurement system technical architecture. Specifically, the contractor shall have the knowledge, skills, and abilities to maintain and troubleshoot issues pertaining to different Intergration Components for both inbound and outbound connections/transactions between the procurement system and all external systems. The contractor shall maintain the flow of data between the procurement system and the NAVSEA interface partners to include changes to the XML Document Type Definitions DTDs, or movement to the Procurement Data Standard (PDS) as required by the Government. The contractor shall perform primary troubleshooting for all connections to include, but not limited to external systems such as Navy ERP and Seaport-e and will work in concert with the various POC's for these systems.

(4) Information Assurance (IA)/Cybersecurity:

The contractor shall provide support for IA/Cybersecurity activities, to include but not limited to: creating, updating, and monitoring Certification and Accreditation (C&A) documentation; development and monitoring of Plans of Actions and Milestones (POA&M); monitoring and updating the Online Compliance and Reporting System (OCRS); monitoring and updating the Vulnerability Remediation Asset Manager (VRAM) as necessary; complying with Command Task Orders (CTOs); analyzing and remediating IA Vulnerability Alerts and Bulletins (IAVA/Bs) as necessary.

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Governing DoD and DON documents and information sources for these efforts are:

- DoD Instruction 8500.01, Cybersecurity, 14 March 2014
- DoD Instruction 8500.02 Information Assurance Implementation, 06 February 2003
- DoD Directive 8000.01 Management of the Department of Defense Information Enterprise
- DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 12 March 2014
- DoD Manual 8570.01-M "Information Assurance Workforce Improvement Program", revised January 24, 2012
- SECNAV Manual 5239.1 DoN Information Assurance Program Manual, 01 November 2005
- OPNAVINST 5239.1 C Navy Information Assurance Program, 20 August 2008
- SECNAV Instruction 5239.3B DoN Information Assurance Policy, 17 June 2010
- SECNAV Instruction 5239.19 DoN Network Incident Response and Reporting Requirements, 18 March 2008

4.0 DELIVERABLES

The contractor shall provide deliverables in accordance with the schedule listed below:

- Provide daily transactional interface metrics for released contract transactions to Navy ERP. These metrics will be broken out into successful and unsuccessful interfaced contract actions.
- Provide required weekly and daily reports (during the month of September – first week of October) for the Corporate Data Warehouse (CDW) and EElectronic Data Warehouse (EDW) as well as the automated upload of reports to both the CDW and EDW.
- Provide a monthly summary of support actions which will include the following:
 - Metrics to demonstrate procurement system usage across the NAVSEA Enterprise. These metrics will capture total actions and total obligations.
 - Interface metrics for released contract action transactions to Navy ERP. These metrics will be broken out into successful and unsuccessful interfaced awards and successful and unsuccessful interfaced modifications. These two separate transactions will be averaged to provide an average interface success rate to Navy ERP.
- List any outstanding support issues that exist, current status, and recommended solutions
- Provide written documentation for any products or processes developed during the reporting period;

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- Provide written documentation for any workarounds created or integration-related processes developed;
- Provide written lessons learned on procurement system implementation and sustainment items, and provide recommendations for improvements for future efforts

Develop and/or maintain: (on an as needed basis)

- PDS Error Analysis
- Business Process Flowcharts
- Gap Analyses
- Issue Analysis and Recommendation documents
- Continuous Training Plans
- Communications Plan
- Functional Support Team Plan
- Concept of Operations
- Desk Guides or Standard Operating Procedures
- Executive Level Briefings
- Executive Level Summary Briefings
- Frequently Asked Questions
- Software Tips and Tricks
- Job Aides/User Cheat Sheets

5.0 QUALITY ASSURANCE

Inspection and Acceptance

NAVSEA delegated points of contact are responsible for ensuring that the requisite quality of effort is obtained for support. NAVSEA is also responsible for the acceptance of deliverable products. All deliverables shall be submitted electronically to the NAVSEA Contracting Officer's Representative

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(COR) unless otherwise indicated. The deliverables will be submitted in both .pdf, and in the applicable Microsoft Office product format. All deliverables will be considered a Government product, and will not contain any company proprietary markings, unless certain portions of the deliverable are considered either Trademarked, or Business Sensitive, or otherwise proprietary. In those cases, then only the pages containing that information should have a company proprietary statement. NAVSEA will provide notice of acceptance of the markings to the designated contractor representative.

6.0 SECURITY

Personnel providing support under this contract shall hold and maintain a security clearance up to Secret level. These clearances shall be managed and maintained by the contractor at their facility. Work performed under this contract in support of Information Assurance (IA)/Cybersecurity initiatives are classified to the Secret Level. All contractor personnel designated and reported in the Total Workforce Management System (TWMS) as part of the IA/Cybersecurity workforce and designated IT Level I or above must comply with certification requirements identified by DoD 8570.01-M "Information Assurance Workforce Improvement Program" updated January 24, 2012 (or any future governing regulations regarding IA/Cybersecurity Workforce certification requirements). The contractor will be required to demonstrate that required personnel have the necessary clearance and certifications to perform under this effort, and make the annotation in their monthly reporting. The specific classification guidance is included in the attached DD254.

For personnel to be seated in NAVSEA buildings at the Washington Navy Yard, all contractor personnel shall have, or be able to obtain and maintain, a Secret security clearance. Contractor personnel visiting any Government facility in conjunction with this Task Order shall be subject to the standards of conduct applicable to Government employees. Site specific approval regarding access, issue of security badges, etc. will be coordinated as required.

To support the requirement for Contract Security Classification Specification (DD254), the contractor will require NATO access for SIPR access only to support the Information Assurance/Cybersecurity requirements for the SPS. The contractor will require access to SIPR to access SIPR email for tracking and responding to Naval Messages associated with Information Assurance Vulnerability Alerts, Bulletins, (IAVAs/Bs), Communication Tasking Orders (CTOs), Naval Directives (NDs), and other Information Assurance/cybersecurity activities/incidents that may arise in the support of the SPS information assurance/cybersecurity tasks associated with this contract.

SIPR accounts will only be allowed via this contract for Information Assurance/Cybersecurity related purposes. Each SIPR account request for contractor personnel must be vetted and approved by Government management identified on this contract in Section G.

7.0 GOVERNMENT FURNISHED PROPERTY AND INFORMATION

To the extent available, NAVSEA will provide the contractor's on-site personnel with office space, access to a telephone, and an NMCI compatible computer which shall be used exclusively

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to support this effort. There is no guaranteed availability of space or Government Furnished Equipment (GFE) use at NAVSEA sites for the duration of this effort. Therefore, the contractor shall provide an alternate off-site location for those on-site contract support personnel in the event seating cannot be provided at NAVSEA HQ.

If GFE cannot be provided by the Government to support this effort, Direct Funded Contractors (DFCs) providing support to the Department of the Navy (DoN) may place orders directly with Hewlett Packard (HP) for NGEN services under contractor-to-contractor arrangements. The contractor shall obtain NAVSEA COR approval prior to establishing any order with HP/NGEN. Additional information regarding the contractor ordering process may be found on the HP website <https://www.homeport.navy.mil/management/transition/contractor/>).

8.0 Travel and Visit Requests

Travel may be required for this effort and the contractor shall:

(a) Coordinate all travel requirements with the NAVSEA COR prior to making travel arrangements and be reimbursed for travel costs in accordance with FAR 31.205-46 on the basis of actual reasonable costs incurred and permitted in the Joint Federal Travel Regulations in effect at the time of travel. The Contractor will provide the Government a cost estimate of the travel expenses, and will need to be approved by the COR prior to the contractor being authorized to travel. Local travel is defined as any travel necessary in direct performance of this order to locations exceeding 50 miles from the Contractor's facility or place of residence as agreed to between the Government and the contractor. Expenses while on travel performed for personal convenience will not be reimbursed. Copies of receipts and other documentation concerning charges must be provided with the claim(s) for reimbursement.

(b) Submit Visit Requests five (5) working days in advance of each visit to the COR. The requests shall include the visitor's full name, place of birth, whether U.S. Citizen, Security Clearance (if applicable), SSN, dates of visit and point of contact at the site. Visit Requests are required for access to all NAVSEA facilities.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS

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

DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

SHIPS AM

(Name of Individual Sponsor)

NAVSEA – PEO SHIPS (SHIPS AM)

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-3 INSPECTION OF SUPPLIES COST-REIMBURSEMENT (MAY 2001)

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

CLAUSES INCORPORATED IN FULL TEXT

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

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.

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item 7000, Option Items (if exercised) 7001, 7100, 7101, 7200, and 7201 and Award Term Items (if awarded), 7300, 7301, 7400, and 7401 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	3/1/2016 - 2/28/2017
7001	3/1/2016 - 2/28/2017
9000	3/1/2016 - 2/28/2017

CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 12 December 2015. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon Task Order Award.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)
52.247-29 FOB ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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:

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

7000	3/1/2016 - 2/28/2017
7001	3/1/2016 - 2/28/2017
9000	3/1/2016 - 2/28/2017

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

7100	3/1/2017 - 2/28/2018
7101	3/1/2017 - 2/28/2018
7200	3/1/2018 - 2/28/2019
7201	3/1/2018 - 2/28/2019
7300	3/1/2019 - 2/29/2020

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7301	3/1/2019 - 2/29/2020
7400	3/1/2020 - 2/28/2021
7401	3/1/2020 - 2/28/2021
9100	3/1/2017 - 2/28/2018
9200	3/1/2018 - 2/28/2019
9300	3/1/2019 - 2/29/2020
9400	3/1/2020 - 2/28/2021

Services to be performed hereunder will be provided primarily at Naval Sea Systems Command Headquarters, 1333 Isaac Hull Ave, Building 197, Washington Navy Yard 20376

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

CLAUSES INCORPORATED IN FULL TEXT:

CONTRACTOR'S FACILITY ADDRESS

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

POINTS OF CONTACT

The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Mark Stiles, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-3045
e-mail: mark.stiles@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

[REDACTED]

PURCHASE OFFICE REPRESENTATIVE (POR)

[REDACTED]

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CONTRACTING OFFICER'S REPRESENTATIVE (COR)

[REDACTED]

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

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

TYPE OF ORDER

This task order is a Cost-Plus-Fixed-Fee (CPFF) type for labor line items and cost-only for Other Direct Costs (ODCs) with provisions for both Options and Award Term Options. The contractor shall devote the Section B specified level of effort for time period(s) stated in Section F, as applicable.

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.

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

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

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

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	N00174
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024

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

Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DC AA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	N/A

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

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

[REDACTED]

(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.

NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil

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

(End of clause)

[REDACTED]

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

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

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

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

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

[REDACTED] [REDACTED] [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (*Applicable to CLINs 7000 and 9000, Option CLINs (if exercised) 7001, 7100, 7101, 7200, 7201, 9100, and 9200 and Award Term CLINs (if awarded) 7300, 7301, 7400, 7401, 9300, and 9400.*)

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

The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEMS	ALLOTED TO COST	ALLOTED TO FEE	CPFF	M/HS	EST. POP

(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 ____7000, 7001, 9000____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.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (ALTERNATE 1) (May 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in

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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 151,000 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 zero 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 at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

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

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

NAVSEA 5252.227-9113 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:

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

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such

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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.

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

ALL CLAUSES INCORPORATED BY REFERENCE IN THE BASIC CONTRACT APPLY TO THIS TASK ORDER, AS APPLICABLE.

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

FAR 52.203-17 --CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

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

FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

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

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

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

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

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

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

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

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

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

FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013) AND ALTERNATE I

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

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

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

FAR 52.244-2 -- SUBCONTRACTS. (OCT 2010)

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

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

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

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

252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)252.216-7009 -- ALLOWABILITY OF LEGAL COSTS

INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (MAR

2011)252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND

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

NOTE: REGARDING 52.244-2 -- SUBCONTRACTS (OCT 2010), TEAMING ARRANGEMENT WITH ANY FIRM NOT INCLUDED IN THE CONTRACTOR'S BASIC CONTRACT MUST BE SUBMITTED TO THE BASIC MAC CONTRACTING OFFICER FOR APPROVAL PRIOR TO PROPOSAL SUBMISSION. TEAM MEMBER SUBCONTRACT) ADDITIONS AFTER TASK ORDER AWARD MUST BE APPROVED BY THE TASK ORDER CONTRACTING OFFICER.
CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) type Task Order resulting from this solicitation with cost-only ODC CLINs and provisions for both Options and Award Term Options, which include a one-year base period, two one-year Option periods, and two one-year Award Term Option periods for a maximum of five (5) years total length.

52.216-8 Fixed Fee (Jun 2011) (Applicable to CPFF CLINs 7000 and 7001; if options exercised CLINs 7100, 7101, 7200, and 7201; and if earned and exercised 7300, 7301, 7400, and 7401)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

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

52.216-11 Cost Contract—No Fee. (Apr 1984)

(Applicable to Cost Only CLIN 9000 and if options are exercised CLIN 9100, 9200, 9300, and 9400)

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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(NAVSEA VARIATION) (SEP 2009)

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

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

- 7001 No later than 12 months after the Task Order Award.
- 7100 No later than 24 months after the Task Order Award.
- 7101 No later than 24 months after the Task Order Award.
- 9100 No later than 24 months after the Task Order Award.
- 7200 No later than 36 months after the Task Order Award.
- 7201 No later than 36 months after the Task Order Award.
- 9200 No later than 36 months after the Task Order Award.
- 7300 No later than 48 months after the Task Order Award.
- 7301 No later than 48 months after the Task Order Award.
- 9300 No later than 48 months after the Task Order Award.
- 7400 No later than 60 months after the Task Order Award.
- 7401 No later than 60 months after the Task Order Award.
- 9400 No later than 60 months after the Task Order Award.

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

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

52.219-14 Limitations on Subcontracting (Nov 2011)

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

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

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

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- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (End of clause)

FAR 52.244-2 -- SUBCONTRACTS (JUNE 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, 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

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obtain the Contracting Officer's written consent before placing the following subcontracts:

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into

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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:

CACI Enterprise Solutions, Inc.

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SECTION J LIST OF ATTACHMENTS

Attachment 1- DD254

Attachment 2- Award Term Plan

Attachment 3- List of Key Personnel

Attachment 4- Contract Data Requirements List (CDRL)