

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

V

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2. AMENDMENT/MODIFICATION NO.
P000243. EFFECTIVE DATE
31-Jan-20194. REQUISITION/PURCHASE REQ. NO.
13008312395. PROJECT NO. (If applicable)
N/A

6. ISSUED BY

CODE

N00174

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC IHEODTD

4081 North Jackson Road

Indian Head MD 20640-5116

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)

CACI, Inc.-Federal
14370 Newbrook Drive
Chantilly VA 20151

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4030 / N0002417F3005

10B. DATED (SEE ITEM 13)

17-Jul-2017

CAGE
CODE 1QU78

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.232-22 Limitation of Funds

[] D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00024	PAGE 2 of 4	FINAL
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GENERAL INFORMATION

The purpose of modification 24 to task order N00178-04-D-4030/N0002417F3005 is as follows:

Increase the total value of the order \$54,423,156.52 by \$1,415,784.70 to \$55,838,941.22, realign ceiling from CLIN 9302 to CLIN 9202 and provide incremental funding.

1-- Section B, Supplies and Services, CLIN 7202 has increased by \$1,324,958.70. This increase is cost only, to allow the contractor to continue to provide the awarded level of effort hours. No additional fee has been added, and the target cost rate remains the same. The total Incentive Fee earned for CLIN 7202 will be calculated at the end of the Period of Performance and shall be based upon the actual level of effort provided.

CLIN 7202	From (\$)	By (\$)	To (\$)
Cost			
Target Fee			
Total			

2 – Section B, Supplies and Services, ceiling has been realigned from CLIN 9302 to CLIN 9202, in the amount of \$90,826 as follows:

CLIN	From (\$)	By (\$)	To (\$)
7202			
9202			
9302			

3 – Section B, Supplies and Services, provide incremental funding in the amount of \$1,429,250.00 as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
720220	RDT&E			
720229	OPN			
720230	SCN			
720231	RDT&E			
720232	O&MN,N			
720233	SCN			
720234	RDT&E			
920220	RDT&E			
920229	OPN			
920230	SCN			
920231	RDT&E			
920232	O&MN,N			

4 – Section G, Accounting Data, update the lines of accounting associated with the incremental funding in Section B:

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The total amount of funds obligated to the task is hereby increased from \$53,771,020.81 by \$1,429,250.00 to \$55,200,270.81.

For questions regarding this modification, please contact

CONTRACTOR'S STATEMENT OF RELEASE

THE PARTIES HAVE CONSIDERED WHETHER AN EQUITABLE ADJUSTMENT IN THE CONTRACT PRICE, DELIVERY SCHEDULE, OR OTHER TERMS AND CONDITIONS OF THE CONTRACT IS WARRANTED BY VIRTUE OF THE ABOVE CHANGE(S) TO THE CONTRACT. THE PARTIES AGREE THAT NO SUCH ADJUSTMENT IS WARRANTED. THE CONTRACTOR WAIVES ALL RIGHT, TITLE AND INTEREST, IF ANY, TO FURTHER EQUITABLE ADJUSTMENTS ARISING UNDER THIS MODIFICATION.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Base Year - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, D, F (Fund Type - TBD)		LH			\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7002	R425	Base Year - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, D, F (Fund Type - TBD)		LH			\$17,566,154.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700201	R425	For Informational/Funding Purposes Only (O&MN,N)					
700202	R425	For Informational/Funding Purposes Only (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700203	R425	For Informational/Funding Purposes Only (O&MN,N)					
700204	R425	For Informational/Funding Purposes Only (O&MN,N)					
700205	R425	For Informational/Funding Purposes Only (O&MN,N)					
700208	R425	For Informational/Funding Purposes Only (SCN)					
700209	R425	For Informational/Funding Purposes Only (SCN)					
700210	R425	For Informational/Funding Purposes Only (SCN)					
700211	R425	For Informational/Funding Purposes Only (SCN)					
700212	R425	For Informational/Funding Purposes Only (SCN)					
700213	R425	For Informational/Funding Purposes Only (SCN)					
700214	R425	For Informational/Funding Purposes Only (SCN)					
700215	R425	For Informational/Funding Purposes Only (SCN)					
700216	R425	For Informational/Funding Purposes Only (NDSF)					
700217	R425	For Informational/Funding Purposes Only (RDT&E)					
700218	R425	For Informational/Funding Purposes Only (RDT&E)					
700219	R425	For Informational/Funding Purposes Only (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700220	R425	For Informational/Funding Purposes Only (O&MN,N)					
700221	R425	For Informational/Funding Purposes Only (O&MN,N)					
700222	R425	For Informational/Funding Purposes Only (O&MN,N)					
700223	R425	For Informational/Funding Purposes Only (O&MN,N)					
700224	R425	For Informational/Funding Purposes Only (RDT&E)					
700225	R425	For Informational/Funding Purposes Only (RDT&E)					
700227	R425	For Informational/Funding Purposes Only (SCN)					
700228	R425	For Informational/Funding Purposes Only (SCN)					
700229	R425	For Informational/Funding Purposes Only (SCN)					
700230	R425	For Informational/Funding Purposes Only (SCN)					
700231	R425	For Informational/Funding Purposes Only (WCF)					
700232	R425	For Informational/Funding Purposes Only (O&MN,N)					
700233	R425	For Informational/Funding Purposes Only (FMS)					
700234	R425	For Informational/Funding Purposes Only (O&MN,N)					
700235	R425	For Informational/Funding Purposes Only					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		(O&MN,N)					
700236	R425	Informational funding SLIN to correct 700212 (SCN)					
700237	R425	Informational funding SLIN to correct 700213 (SCN)					
700238	R425	For Informational/Funding Purposes Only (O&MN,N)					
700239	R425	For Informational/Funding Purposes Only (RDT&E)					
700240	R425	For Informational/Funding Purposes Only (SCN)					
700241	R425	For Informational/Funding Purposes Only (SCN)					
700242	R425	For Informational/Funding Purposes Only (SCN)					
700243	R425	For Informational/Funding Purposes Only (RDT&E)					
700244	R425	N/A (Fund Type - TBD)					
700245	R425	N/A (Fund Type - TBD)					
700246	R425	N/A (Fund Type - TBD)					
700247	R425	For Informational/Funding Purposes Only (O&MN,N)					
700248	R425	For Informational/Funding Purposes Only (WCF)					
700249	R425	For Informational/Funding Purposes Only (WCF)					
700250	R425	For Informational/Funding Purposes Only (WCF)					
7100	R425	Option 1 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft		LH			\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7102	R425	Option 1 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD)		LH		\$25,694,915.00	
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
710201	R425	Reserved (Fund Type - TBD)					
710202	R425	For Informational/Funding Purposes Only (O&MN,N)					
710203	R425	For Informational/Funding Purposes Only (O&MN,N)					
710204	R425	For Informational/Funding Purposes Only (RDT&E)					
710205	R425	For Informational/Funding Purposes Only (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710206	R425	For Informational/Funding Purposes Only (WCF)					
710207	R425	For Informational/Funding Purposes Only (RDT&E)					
710208	R425	For Informational/Funding Purposes Only (SCN)					
710209	R425	For Informational/Funding Purposes Only (SCN)					
710210	R425	For Informational/Funding Purposes Only (SCN)					
710211	R425	For Informational/Funding Purposes Only (SCN)					
710212	R425	For Informational/Funding Purposes Only (SCN)					
710213	R425	Reserved (WCF)					
710214	R425	Reserved (WCF)					
710215	R425	For Informational/Funding Purposes Only (SCN)					
710216	R425	For Informational/Funding Purposes Only (RDT&E)					
710217	R425	For Informational/Funding Purposes Only (RDT&E)					
710218	R425	For Informational/Funding Purposes Only (SCN)					
710219	R425	For Informational/Funding Purposes Only (WCF)					
710220	R425	For Informational/Funding Purposes Only (SCN)					
710221	R425	For Informational/Funding Purposes Only (SCN)					
710222	R425	For Informational/Funding Purposes Only (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710223	R425	For Informational/Funding Purposes Only (RDT&E)					
710224	R425	For Informational/Funding Purposes Only (O&MN,N)					
710225	R425	For Informational/Funding Purposes Only (O&MN,N)					
710226	R425	For Informational/Funding Purposes Only (O&MN,N)					
710227	R425	For Informational/Funding Purposes Only (O&MN,N)					
710228	R425	For Informational/Funding Purposes Only (O&MN,N)					
710229	R425	For Informational/Funding Purposes Only (O&MN,N)					
710230	R425	For Informational/Funding Purposes Only (O&MN,N)					
710231	R425	For Informational/Funding Purposes Only (SCN)					
710232	R425	For Informational/Funding Purposes Only (RDT&E)					
710233	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)					
710234	R425	For Informational/Funding Purposes Only (O&MN,N)					
710235	R425	For Informational/Funding Purposes Only (RDT&E)					
710236	R425	For Informational/Funding Purposes Only (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710237	R425	For Informational/Funding Purposes Only (RDT&E)					
710238	R425	For Informational/Funding Purposes Only (SCN)					
710239	R425	For Informational/Funding Purposes Only (SCN)					
710240	R425	For Informational/Funding Purposes Only (SCN)					
710241	R425	For Informational/Funding Purposes Only (SCN)					
710242	R425	For Informational/Funding Purposes Only (RDT&E)					
710243	R425	For Informational/Funding Purposes Only (O&MN,N)					
710244	R425	For Informational/Funding Purposes Only (RDT&E)					
710245	R425	For Informational/Funding Purposes Only (SCN)					
710246	R425	For Informational/Funding Purposes Only (SCN)					
710247	R425	For Informational/Funding Purposes Only (SCN)					
710248	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)					
710249	R425	For Informational/Funding Purposes Only (O&MN,N)					
710250	R425	For Informational/Funding Purposes Only (RDT&E)					
710251	R425	For Informational/Funding Purposes Only (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710252	R425	For Informational/Funding Purposes Only (O&MN,N)					
710253	R425	For Informational/Funding Purposes Only (RDT&E)					
710254	R425	For Informational/Funding Purposes Only (O&MN,N)					
710255	R425	For Informational/Funding Purposes Only (SCN)					
7200	R425	Option 2 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD) Option		LH			\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7202	R425	Option 2 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD)		LH			\$9,594,177.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line					
720201	R425	For Informational Purposes only (RDT&E)					
720202	R425	For Informational Purposes only (O&MN,N)					
720203	R425	For Informational Purposes only (Fund Type - OTHER)					
720204	R425	For Informational Purposes only (Fund Type - OTHER)					
720205	R425	For Informational Purposes only (Fund Type - OTHER)					
720206	R425	For Informational Purposes only (RDT&E)					
720207	R425	For Informational Purposes only (SCN)					
720208	R425	For Informational Purposes only (SCN)					
720209	R425	For Informational Purposes only (SCN)					
720210	R425	For Informational Purposes only (SCN)					
720211	R425	For Informational Purposes only (SCN)					
720212	R425	For Informational Purposes only (SCN)					
720213	R425	For Informational Purposes only (RDT&E)					
720214	R425	For Informational Purposes only (RDT&E)					
720215	R425	For Informational Purposes only (RDT&E)					
720216	R425	For Informational Purposes only (Fund Type - OTHER)					
720217	R425	For Informational Purposes only (RDT&E)					
720218	R425	For Informational Purposes only (SCN)					
720219	R425	For Informational Purposes only (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
720220	R425	For Informational Purposes only (RDT&E)					
720221	R425	For Informational Purposes only (SCN)					
720222	R425	For Informational Purposes only (Fund Type - OTHER)					
720223	R425	For Informational Purposes only (Fund Type - OTHER)					
720224	R425	For Informational Purposes only (RDT&E)					
720225	R425	For Informational Purposes only (O&MN,N)					
720226	R425	For Informational Purposes only (O&MN,N)					
720227	R425	For Informational Purposes only (O&MN,N)					
720228	R425	For Informational Purposes only (O&MN,N)					
720229	R425	For Informational Purposes only (OPN)					
720230	R425	For Informational Purposes only (SCN)					
720231	R425	For Informational Purposes only (RDT&E)					
720232	R425	For Informational Purposes only (O&MN,N)					
720233	R425	For Informational Purposes only (SCN)					
720234	R425	For Informational Purposes only (RDT&E)					
7300	R425	Option 3 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD)		LH			\$0.00

Max Fee

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7302	R425	Option 3 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD) Option		LH			\$8,347,772.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7400	R425	Option 4 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD) Option		LH			\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
7402	R425	Option 4 - Naval Systems Engineering Directorate ESS Support - Ship		LH			\$8,548,869.00

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7500		DATA - Contract Data Requirements List (CDRL) in accordance with DD Form 1423. Note: CDRLs are not separately priced (NSP) (Note E)		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000 See Note C, F (Fund Type - TBD)			
9002	R425	ODC in support of CLIN 7002 See Note C, F (Fund Type - TBD)			
900201	R425	For Informational/Funding Purposes Only (O&MN,N)			
900202	R425	For Informational/Funding Purposes Only (O&MN,N)			
900203	R425	For Informational/Funding Purposes Only (O&MN,N)			
900204	R425	For Informational/Funding Purposes Only (O&MN,N)			
900205	R425	For Informational/Funding Purposes Only (SCN)			
900206	R425	For Informational/Funding Purposes Only (SCN)			
900207	R425	For Informational/Funding Purposes Only (SCN)			
900208	R425	For Informational/Funding Purposes Only (SCN)			
900209	R425	For Informational/Funding Purposes Only (SCN)			
900210	R425	For Informational/Funding Purposes Only (RDT&E)			
900211	R425	For Informational/Funding Purposes Only (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900212	R425	For Informational/Funding Purposes Only (O&MN,N)			
900224	R425	For Informational/Funding Purposes Only (RDT&E)			
900225	R425	For Informational/Funding Purposes Only (RDT&E)			
900227	R425	For Informational/Funding Purposes Only (SCN)			
900231	R425	For Informational/Funding Purposes Only (WCF)			
900232	R425	For Informational/Funding Purposes Only (O&MN,N)			
900234	R425	For Informational/Funding Purposes Only (O&MN,N)			
900235	R425	For Informational/Funding Purposes Only (O&MN,N)			
900238	R425	For Informational/Funding Purposes Only (O&MN,N)			
900239	R425	For Informational/Funding Purposes Only (RDT&E)			
900242	R425	For Informational/Funding Purposes Only (SCN)			
900243	R425	For Informational/Funding Purposes Only (RDT&E)			
900244	R425	For Informational/Funding Purposes Only (WCF)			
900245	R425	For Informational/Funding Purposes Only (SCN)			
900246	R425	For Informational/Funding Purposes Only (SCN)			
900247	R425	For Informational/Funding Purposes Only (O&MN,N)			
900248	R425	For Informational/Funding Purposes Only (WCF)			
900249	R425	For Informational/Funding Purposes Only (WCF)			
900250	R425	For Informational/Funding Purposes Only (WCF)			
9100	R425	ODC in support of CLIN 7100 See Note B, C, F (Fund Type TBD) Option			
9102	R425	ODC in support of CLIN 7102 See Note B, C, F (Fund Type TBD)			
910201	R425	Reserved (Fund Type - TBD)			
910202	R425	For Informational/Funding Purposes Only (O&MN,N)			
910203	R425	For Informational/Funding Purposes Only (O&MN,N)			
910204	R425	Reserved (Fund Type - TBD)			
910205	R425	For Informational/Funding Purposes Only (O&MN,N)			
910206	R425	For Informational/Funding Purposes Only (WCF)			
910207	R425	For Informational/Funding Purposes Only (RDT&E)			
910208	R425	Reserved (Fund Type - TBD)			
910209	R425	Reserved (Fund Type - TBD)			
910210	R425	For Informational/Funding Purposes Only (SCN)			
910211	R425	For Informational/Funding Purposes Only (SCN)			
910212	R425	For Informational/Funding Purposes Only (SCN)			
910213	R425	For Informational/Funding Purposes Only (WCF)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910214	R425	For Informational/Funding Purposes Only (WCF)			
910215	R425	Reserved (Fund Type - TBD)			
910216	R425	For Informational/Funding Purposes Only (RDT&E)			
910217	R425	For Informational/Funding Purposes Only (RDT&E)			
910218	R425	For Informational/Funding Purposes Only (Fund Type - TBD)			
910219	R425	For Informational/Funding Purposes Only (WCF)			
910220	R425	For Informational/Funding Purposes Only (SCN)			
910221	R425	For Informational/Funding Purposes Only (SCN)			
910222	R425	Reserved (Fund Type - TBD)			
910223	R425	Reserved (Fund Type - TBD)			
910224	R425	Reserved (Fund Type - TBD)			
910225	R425	For Informational/Funding Purposes Only (O&MN,N)			
910226	R425	Reserved (Fund Type - TBD)			
910227	R425	For Informational/Funding Purposes Only (O&MN,N)			
910228	R425	For Informational/Funding Purposes Only (O&MN,N)			
910229	R425	Reserved (Fund Type - TBD)			
910230	R425	For Informational/Funding Purposes Only (O&MN,N)			
910231	R425	For Informational/Funding Purposes Only (SCN)			
910232	R425	Reserved (Fund Type - TBD)			
910233	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			
910234	R425	For Informational/Funding Purposes Only (O&MN,N)			
910235	R425	Reserved (Fund Type - TBD)			
910236	R425	Reserved (Fund Type - TBD)			
910237	R425	For Informational/Funding Purposes Only (RDT&E)			
910238	R425	Reserved (Fund Type - TBD)			
910239	R425	For Informational/Funding Purposes Only (SCN)			
910240	R425	For Informational/Funding Purposes Only (SCN)			
910241	R425	Reserved (Fund Type - TBD)			
910242	R425	Reserved (Fund Type - TBD)			
910243	R425	For Informational/Funding Purposes Only (O&MN,N)			
910244	R425	For Informational/Funding Purposes Only (RDT&E)			
910245	R425	For Informational/Funding Purposes Only (SCN)			
910246	R425	Reserved (Fund Type - TBD)			
910247	R425	For Informational/Funding Purposes Only (SCN)			
910248	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910249	R425	Reserved (Fund Type - TBD)			
910250	R425	For Informational/Funding Purposes Only (RDT&E)			
910251	R425	For Informational/Funding Purposes Only (SCN)			
910252	R425	Reserved (Fund Type - TBD)			
910253	R425	Reserved (Fund Type - TBD)			
910254	R425	Reserved (Fund Type - TBD)			
910255	R425	For Informational/Funding Purposes Only (SCN)			
9200	R425	ODC in support of CLIN 7200 See Note B, C, F (Fund Type - TBD) Option			
9202	R425	ODC in support of CLIN 7202 See Note B, C, F (Fund Type - TBD)			
920201	R425	For Informational/Funding Purposes Only (RDT&E)			
920202	R425	Reserved (Fund Type - TBD)			
920203	R425	Reserved (Fund Type - TBD)			
920204	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			
920205	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			
920206	R425	For Informational/Funding Purposes Only (RDT&E)			
920207	R425	For Informational/Funding Purposes Only (SCN)			
920208	R425	For Informational/Funding Purposes Only (SCN)			
920209	R425	Reserved (Fund Type - TBD)			
920210	R425	For Informational/Funding Purposes Only (SCN)			
920211	R425	For Informational/Funding Purposes Only (SCN)			
920212	R425	Reserved (Fund Type - TBD)			
920213	R425	Reserved (Fund Type - TBD)			
920214	R425	Reserved (Fund Type - TBD)			
920215	R425	Reserved (Fund Type - TBD)			
920216	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			
920217	R425	For Informational/Funding Purposes Only (RDT&E)			
920218	R425	Reserved (Fund Type - TBD)			
920219	R425	For Informational/Funding Purposes Only (SCN)			
920220	R425	For Informational/Funding Purposes Only (RDT&E)			
920221	R425	For Informational/Funding Purposes Only (SCN)			
920222	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
920223	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)				
920224	R425	Reserved (Fund Type - TBD)				
920225	R425	For Informational/Funding Purposes Only (O&MN,N)				
920226	R425	Reserved (Fund Type - TBD)				
920227	R425	Reserved (Fund Type - TBD)				
920228	R425	For Informational/Funding Purposes Only (O&MN,N)				
920229	R425	For Informational/Funding Purposes Only (OPN)				
920230	R425	For Informational/Funding Purposes Only (SCN)				
920231	R425	For Informational/Funding Purposes Only (RDT&E)				
920232	R425	For Informational/Funding Purposes Only (O&MN,N)				
9300	R425	ODC in support of CLIN 7300 See Note B, C, F (Fund Type - TBD) Option				
9302	R425	ODC in support of CLIN 7302 See Note B, C, F (Fund Type - TBD) Option				
9400	R425	ODC in support of CLIN 7400 See Note B, C, F (Fund Type - TBD) Option				
9402	R425	ODC in support of CLIN 7402 See Note B, C, F (Fund Type - TBD) Option				

NOTE A: LEVEL OF EFFORT (LOE)

For Labor Items, Offerors shall propose the level of effort (man-hours) specified for these CLINs in this Section B, in order to perform the requirements of the Statement of Work as specified in Section C provided for the period of performance specified in Section F. The CLINs associated with each individual task area will be separated into four (4) task order awards. There will be one (1) task order associated with each of the four (4) task areas. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) clause and LEVEL OF EFFORT - ALT 1 clauses apply to these Items.

Subcontractor labor shall be billed under these line items.

Total proposed labor hours for each CLIN shall be in accordance with the provided Government requirement, which is the Government's best estimate of anticipated level of effort.

NOTE B: OPTION

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

NOTE C: OTHER DIRECT COSTS (ODC)

The Government estimates ODCs inclusive of travel costs to be no more than as follows:.

	Aircraft Carrier Design, Integration and Engineering Support	Surface Combatant Ship Design, Integration, and Engineering Support	Amphibious and Auxiliary Ship Design, Integration and Engineering Support	Warfare Systems, C5I Systems Support
Base Yr.				
Option Yr. 1				
Option Yr. 2				
Option Yr. 3				
Option Yr. 4				
Total ODCs				

The total ODCs (including allowable burdens) must be included in Section B of the offer for each ODC CLIN. Burden ODC amounts proposed by the Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror in their cost proposal. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs. ODCs in addition to the Government estimates such as facilities costs shall not be proposed.

NOTE D: INCENTIVE FEE (Applicable to all Incentive Fee Line Items)

Upon award, the successful Offeror's proposed minimum incentive fee percentage, maximum incentive fee percentage, and target incentive fee percentage will be incorporated into the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I of each Task Order. The Offeror shall propose incentive fee target, minimum, and maximum fees in accordance with the stated thresholds below:

Thresholds:

1. Target Incentive Fee shall not be greater than
2. Minimum Incentive Fee shall not be greater than
3. Maximum Incentive Fee shall not be greater than

When calculating the Total Incentive Fee earned at the end of the Period of Performance for any Cost-Plus-Incentive-Fee (CPIF) CLIN, the Target Cost and Target Fee amounts shall be based upon the actual level of effort the contractor provides.

Hourly Rates encompass all allowable costs, including subcontractor costs and the Cost of Money (COM), if applicable. Thus, for example if COM applies, the Target Cost Rate (Target Cost/LH) is calculated by taking the Target Cost and subtracting COM (if applicable) from it, and then dividing the resulting Target Cost by the number of allowable Labor Hours (LH) worked. If COM is proposed, necessary columns may be added.

Incentive Fee Table									
		Hourly Rates				Total Fees			
		Min Fee Rate	Target Fee Rate	Max Fee Rate	Target Cost Rate	Min Fee	Target Fee	Max Fee	Target Cost
CLIN	Qty. of LH	<u>Min Fee/LH</u>	<u>Target Fee/LH</u>	<u>Max Fee/LH</u>	<u>Target Cost/LH</u>	<u>Min Fee Rate*LH</u>	<u>Target Fee Rate*LH</u>	<u>Max Fee Rate*LH</u>	<u>Target Cost Rate*LH</u>
7000									
7001									
7002									
7003									
7100									
7101									
7102									
7103									
7200									
7201									
7202									
7203									
7300									
7301									
7302									
7303									
7400									
7401									
7402									
7403									

(i) The CPIF Target Cost for CLIN (7002) and if exercised CLINs (7102, 7202, 7302, and 7402) shall be entered in the Target Cost column of the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the Target Cost Rate or (Target Cost/LH) by the allowable hours worked (LH), including subcontractor hours, for the corresponding CLIN. The Target Cost shall include all proposed costs (including COM, if proposed, and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the Target Cost.

(ii) The CPIF Target Fee for CLIN (7002) and if exercised CLINs (7102, 7202, 7302, and 7402) shall be entered in the Target Fee column of the INCENTIVE FEE TABLE above. The Target Fee is determined by

multiplying the Target Fee Rate or (Target Fee/LH) by the allowable hours worked (LH), including subcontractor hours, for the corresponding CLIN.

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

(iv) Final Costs & Incentive Fees. Final Costs and Incentive Fees for all contract labor will be calculated at the end of the POP for each CLIN. Final Costs and Incentive Fees are shown in the following table:

	Delivered Hours	Actual Cost Per Hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F=G)
CLIN							
7000							
7001							
7002							
7003							
7100							
7101							
7102							
7103							
7200							
7201							
7202							
7203							
7300							
7301							
7302							
7303							
7400							
7401							
7402							
7403							

NOTE E: NOT SEPARATELY PRICED (NSP)

Price included in the price of Labor CLIN(s). Offeror shall propose for these Line Items.

NOTE F: Task Order requirements that apply to the division of work between prime contractors, subcontractors and small businesses are as follows:

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- Prime offerors must perform a minimum of of the work in each task area proposed
- Prime offerors must subcontract a minimum of to small businesses
- No single subcontractor may perform more than the Prime offeror

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

This entire Task Order is cost type.

(End of clause)

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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

(Applicable to CLIN 7002 and if exercised, CLINs 7102, 7202, 7302, and 7402).

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR52.216-7), subject to the withholding terms and

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Task Order 3: Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships - **See Attachment 16**

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SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

* Name of Individual Sponsor: _____

* Name of Requiring Activity: _____

* City and State: _____

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E-mail:

TRANSPORTATION OF EQUIPMENT/MATERIAL. Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

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SECTION E INSPECTION AND ACCEPTANCE

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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

HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

Applicable to CLIN (7002); and if exercised CLINS (7102, 7202, 7302, and 7402). Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

-Quality Assurance Surveillance Plan (See Attachment 5)

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance for ODC CLIN (9002); and if exercised CLINs (9102, 9202, 9302, 9402) shall be made by the COR or a designated representative of the Government specified in an applicable TI.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/30/2017 - 11/29/2018
7002	7/17/2017 - 7/16/2018
7102	7/17/2018 - 7/16/2019
7202	7/17/2019 - 7/16/2020
9000	11/30/2017 - 11/29/2018
9002	7/17/2017 - 7/16/2018
9102	7/17/2018 - 7/16/2019
9202	7/17/2019 - 7/16/2020

For proposal purposes, the estimated date of Task Order award is 11/30/17. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES (NAVSEA)

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

CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/30/2017 - 11/29/2018
7002	7/17/2017 - 7/16/2018
7102	7/17/2018 - 7/16/2019
7202	7/17/2019 - 7/16/2020
9000	11/30/2017 - 11/29/2018
9002	7/17/2017 - 7/16/2018
9102	7/17/2018 - 7/16/2019
9202	7/17/2019 - 7/16/2020

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

7100	11/30/2018 - 11/29/2019
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7200	11/30/2019 - 11/29/2020
7300	11/30/2020 - 11/29/2021
7302	7/17/2020 - 7/16/2021
7400	11/30/2021 - 11/29/2022
7402	7/17/2021 - 7/17/2022
9100	11/30/2018 - 11/29/2019
9200	11/30/2019 - 11/29/2020
9300	11/30/2020 - 11/29/2021
9302	7/17/2020 - 7/16/2021
9400	11/30/2021 - 11/29/2022
9402	7/17/2021 - 7/16/2022

Services to be performed hereunder will be provided at (to be filled in at time of award)

**HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY
PROCUREMENTS (NAVSEA)**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. **Note that not all data deliverables will be specified on CDRL DD Form 1423 Inspection and Acceptance, some data will be specified at the Technical Instruction level.*

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G DESCRIPTION CHART					
ACRN	SLIN	Associated Tasking Description	FUNDING TYPE	Funding Exp Date	OWLD (If Applicable)
FL	720227	Deputy Ship Design Manager support for Large Deck Amphibious Ships (LHD/LHA Class). Tasks 1.0, 1.1, 1.2, 1.3, 2.0, 2.1, 3.0, 3.1, 3.2, 4.0, 4.4, and 6.0	FY19 O&MN	9/30/2019	N/A
FM	720228	Deputy Ship Design Manager support for Large Deck Amphibious Ships (LHD/LHA Class). Tasks 1.0, 1.1, 1.2, 1.3, 2.0, 2.1, 3.0, 3.1, 3.2, 4.0, 4.4, and 6.0	FY19 O&MN	9/30/2019	N/A
	920227	RESERVED - Other Direct Costs in Support of Labor SLIN 720227.	N/A	N/A	N/A
FM	920228	Other Direct Costs in Support of Labor SLIN 720228 - Deputy Ship Design Manager support for Large Deck Amphibious Ships (LHD/LHA Class). Tasks 1.0, 1.1, 1.2, 1.3, 2.0, 2.1, 3.0, 3.1, 3.2, 4.0, 4.4, and 6.0	FY19 O&MN	9/30/2019	N/A

HQ G-2-0002 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.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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

Contracting Officer Representative

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

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PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR) *

TYPE OF ORDER

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

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 crypted 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

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email notification as required herein.

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), 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.

DFARS 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.

DFARS 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.

“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.

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(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 webentry, 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	N00024
Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	See Section F

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Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA471
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.

(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 OR Your local contracting office WAWF POC/Group Administrator (GAM)

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

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

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(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System)

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

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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 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
 - (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction

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NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 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 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 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

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required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract 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;

(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; and

(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 manhour performed in accordance with the terms of the contract.

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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.

NAVSEA 5252.227-9113: GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently

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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:

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
7002			
7102			
9002			
9102			

(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 7002, 7102, 9002, and 9102 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

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 (OCT 2016)

FAR 52.204-19 -- INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

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

FAR 52.209-10 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

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

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

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

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

FAR 52.222-17 -- NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

FAR 52.222-38 -- Compliance with Veterans' Employment Reporting Requirements (FEB 2016)

FAR 52.222-50 -- COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

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FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

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

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

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

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

FAR 52.237-10 -- IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

FAR 52.244-2 -- SUBCONTRACTS (OCT 2010)

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2016)

252.203-7002 -- REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7000 -- DISCLOSURE OF INFORMATION (OCT 2016)

252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

252.204-7008 -- COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

252.204-7009 -- LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

252.204-7012 -- SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

252.209-7004 -- SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)

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

252.223-7006 -- PROHIBITION OF STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS --BASIC (SEP 2014)

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

252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (FEB 2014)

252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

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252.227-7028 -- TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.244-7001 – CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.216-10 INCENTIVE FEE (JUN 2011)

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

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

(1) “Target cost,” as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

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

(c) Withholding of payment.

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

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

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

(e) Fee payable.

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

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

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

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

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

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

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

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(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (APR 2015)**

(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.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
7102	No later than 12 months after the Task Order Award date
7202	No later than 24 months after the Task Order Award date
7302	No later than 36 months after the Task Order Award date
7402	No later than 48 months after the Task Order Award date
9102	No later than 12 months after the Task Order Award date
9202	No later than 24 months after the Task Order Award date
9302	No later than 36 months after the Task Order Award date
9402	No later than 48 months after the Task Order Award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been

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expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

FAR 52.244-2 Subcontracts (Oct 2010) Alternate I (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 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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010- ALTERNATE I (JUNE 2007)), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—

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- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (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
- (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;

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- (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:

(k) Denotes subcontractor added after Task Order Award

DFARS 252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)

- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

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manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

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(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Name of Person

Software to be Furnished Asserting

With Restrictions * Basis for Assertion ** Asserted Rights Category *** Restrictions ****

(LIST) ***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

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(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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SECTION J LIST OF ATTACHMENTS

Attachment 12 Amphibs Aux DD254

Attachment 13 SEA 05 Org

Attachment 16 Ship Design Eng and Integration (AmphibsAux) SOW

Attachment 5 QASP

Exhibit A CDRLs