

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4147		2. DELIVERY ORDER NO. HR13		3. EFFECTIVE DATE 2014 Apr 14		4. PURCH REQUEST NO. 1300413923		5. PRIORITY DO-C9			
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001			CODE N61331		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320			CODE 0WWV3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								

Technical Systems Integration Deborah Bosley Contracts Manager			
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
	See Schedule				

<i>*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.</i>	24. UNITED STATES OF AMERICA	25. TOTAL	\$1,622,092.75
	BY: /s/Donald Bickford	04/14/2014 CONTRACTING/ORDERING OFFICER	26. DIFFERENCES

27a. QUANTITY IN COLUMN 20 HAS BEEN

INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
-----------	----------	---

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS

f. TELEPHONE	g. E-MAIL ADDRESS	31. PAYMENT COMPLETE	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT PARTIAL	34. CHECK NUMBER
		FULL	

37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add incrementally fund said task order. Funding is added in the amount of \$50,000.00 via SLIN 700001 and \$6,000.00 via SLIN 900001. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total amount of funds obligated to the task is hereby increased from \$0.00 by \$56,000.00 to \$56,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700001	Fund Type - OTHER	0.00	50,000.00	50,000.00
900001	Fund Type - OTHER	0.00	6,000.00	6,000.00

The total value of the order is hereby increased from \$1,468,683.09 by \$153,409.66 to \$1,622,092.75.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
9000	0.00	153,409.66	153,409.66

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
7000	R425	CPFF, Base Year. See Section B, Notes A & D. Mine Warfare Theory & Tactics development and support in accordance with the Section C Performance Work Statement and Section J attachments. (Fund Type - TBD)	██████	HR	████████████████	████████████████	████████████████
700001	R425	Incremental funding in the amount of \$50,000.00 (Fund Type - OTHER)					
7001	R425	CPFF, Option Period 1. See Section B, Notes A, B & D. Mine Warfare Theory & Tactics development and support in accordance with the Section C Performance Work Statement and Section J attachments. (Fund Type - TBD) Option	██████	HR	████████████████	████████████████	████████████████
7002	R425	CPFF, Option Period 2. See Section B, Notes A, B & D. Mine Warfare Theory & Tactics development and support in accordance with the Section C	██████	██	████████████████	████████████████	████████████████

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

Performance Work
Statement and
Section J
attachments.
(Fund Type - TBD)
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
9000	R425	Base Year. See Section B, Notes C & D. Not-To-Exceed (NTE) Other Direct Cost (ODC) in support of CLIN 7000. (Fund Type - TBD)	1.0	LO	\$153,409.66
900001	R425	Incremental funding in the amount of \$6,000.00 (Fund Type - OTHER)			
9001	R425	ODCs, Option Period 1. See Section B, Notes B, C & D. Not-To-Exceed (NTE) Other Direct Cost (ODC) in support of CLIN 7001. (Fund Type - TBD) Option	1.0	LO	\$158,011.95
9002	R425	ODCs, Option Period 2. See Section B, Notes B, C & D. Not-To-Exceed (NTE) Other Direct Cost (ODC) in support of CLIN 7002. (Fund Type - TBD) Option	1.0	LO	\$162,752.31

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 3 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: Option
CLIN which may be unilaterally exercised.

NOTE C: ODC
Other Direct Costs shall be proposed in accordance with Section L. 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.

NOTE D: Contracts Crossing Fiscal Years
In accordance with DFARS 232.703-3, this Task Order includes severable services that begin in one fiscal year and end in the next fiscal year. When applicable, CLINs and SLINs that invoke 10 U.S.C. 2410(a) Authority shall include "2410(a) Authority is hereby invoked" in their respective Section B details.

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

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

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

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR MINE WARFARE (MIW) TACTICS AND ANALYSIS PROGRAM SUPPORT

1.0 SCOPE

NSWCPCD Code A42 is seeking support in a variety of areas in which it has tasking. These are: to provide technical support of project management efforts for projects executed within the Branch and within the larger Code A40 (the Analysis, Tactics, and Simulation Division); to support the development of mine countermeasures (MCM) Tactics documentation and associated analysis efforts; to provide direct support to meet Fleet requirements for MCM tactical training/training development, Post-Mission Analysis (PMA), and on-site tactical support at Naval Station (NS) Norfolk; to provide systems engineering and data collection/analysis support; and to provide mine warfare (MIW) theory and tactical decision aid (TDA) development support.

1.1 Acronym List

AMCM	Airborne Mine Countermeasures
ATP	Allied Tactical Publications
AWSTS	Airborne Mine Countermeasures Weapon Systems Training School
CDRL	Contract Data Requirements List
COMSEC	Communications Security
CONOPS	Concept of Operations
CONUS	Continental U.S.
COR	Contracting Officer's Representative
CPI	Critical Program Information
CUI	Controlled Unclassified Information
DISA	Defense Information Security Agency
DoD	Department of Defense
DoN	Department of the Navy
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application

EVM	Earned Value Management
FAR	Federal Acquisition Regulation
FBE	Fleet Battle Experiment
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FY	Fiscal Year
GFI	Government Furnished Information
HARP	Helicopter Advanced Readiness Program
IA	Information Assurance
IAO	Information Assurance Officer
IMCM	Integrated Mine Countermeasures
IT	Information Technology
LCS	Littoral Combat Ship
MCM	Mine Countermeasures
MEDAL	Mine Warfare and Environmental Decision Aids Library
MIW	Mine Warfare
MP	Mission Package
MTDB	Mine Threat Database
NMAWC	Naval Mine and Anti-Submarine Warfare Command
NMCI	Navy Marine Corps Intranet
NSAM	Network Centric Sensor Analysis for Mine Warfare
NSWC PCD	Naval Surface Warfare Center, Panama City Division
NTTP	Naval Tactics, Techniques, and Procedures
NWP	Naval Warfare Publication
OA	Open Architecture
OCONUS	outside CONUS

ODC	Other Direct Cost
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PMA	Post-Mission Analysis
PWS	Performance Work Statement
RBP	Risk Based Planning
SIPRNET	Secure Internet Protocol Router Network
SMCM	Surface Mine Countermeasures
T&M	Time and Materials
TACMEMO	Tactical Memoranda
TDA	Tactical Decision Aid
TEMP	Test and Evaluation Master Plan
TLS	Transport Layer Security
TPDB	Tactical Performance Database
TTP	Tactics, Techniques, and Procedures
UMCM	Underwater Mine Countermeasures

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of the PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only.

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

- (a) Navy Tactics, Techniques, and Procedures (NTTP) 3-15 (series) dated 2011
- (b) OPNAVINST 5513.1F, Department Of The Navy Security Classification Guides dated 07 Dec 2005
- (c) DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

Information (CUI) dated 02-24-2012

(d) Directive-Type Memorandum (DTM) 08-027: "Security of Unclassified DoD Information on Non-DoD Information Systems," dated Jul 2009

(e) NAVEDTRA 130B, Task Based Curriculum Development Manual Volume I Developers Guide dated August 2009

(f) NAVEDTRA 131A, Personnel Performance Profile Based Curriculum Development Manual dated March 1996

3.0 REQUIREMENTS

The Contractor shall coordinate with the NSWC PCD Contract Specialist to conduct a kick-off meeting within ten working days after the award of the Task Order.

The Contractor shall, using PWS paragraph 2.3 and Government Furnished Information (GFI) for guidance, provide a level of effort of support in the following task areas.

3.1 TASK AREA #1 - Project Management (CDRL A001, A002, A003, A004, and A005)

The Contractor shall provide technical support of program management efforts in support of MIW Tactics and Analysis program objectives at all phases of tactics development for program or project support as follows:

(a) Project Management: Assist project manager duties by tracking program schedules and historical expenditure data and project Earned Value Management (EVM) reporting using existing Government databases and processes.

(b) Prepare Programmatic Documents: Manage preparation and delivery of programmatic documents as required by the Government to communicate development status and plans to program sponsors, stakeholders, NSWC PCD executives, and other interested parties.

(c) Maintain Document History: Maintain an archive of documentation generated in a program in a suitable library format as directed by the Government based on Project Manager needs.

(d) Meeting preparation and management (including documentation support) for visits by higher authority, tests, demonstrations, and teleconferencing, including technical support for presenting briefs and setting up for conferences.

(e) IT services (that are non Navy Marine Corps Intranet (NMCI)) for monitoring, upgrading and providing recommendations to the Government as needed for maintaining project IT assets and for server support of Department of Defense (DoD) web content.

(f) IA: Develop, update and submit documentation as needed for obtaining Government approval for operating and maintaining Government IT assets and associated IT management labs.

3.2 TASK AREA #2 – Tactics Documentation and Analysis Support (CDRL A001)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

The Contractor shall provide support in the creation of new tactics documentation for MIW systems. The Contractor shall prepare updates to current and future AMCM, UCMC, SMCM, and Integrated Mine Countermeasures (IMCM) MIW Tactical Memoranda (TACMEMOs) and documents, provided as GFI, based on validations, review comments, and Fleet inputs. The Contractor shall provide periodic updates to other current tactics documentation including CONOPS, TEMPs, system technical manuals; NWP associated with MCM, test plans and reports, white papers, Fleet Battle Experiments (FBEs), curriculum updates, and information associated with MEDAL and NSAM provided as GFI. The Contractor shall identify tactical deficiencies and differences resulting from the review of current system tactics and documentation. System reviews will be documented and provided to the Government.

The Contractor shall provide updates to the Navy Tactics, Techniques, and Procedures (NTTP) 3-15 (series) and other relative MIW tactical publications based on Fleet directives, applicable ATPs, and new software releases of MEDAL.

The Contractor shall support development and execution of analyses in support of tactics development for SMCM, AMCM, UCMC, and IMCM.

3.3 TASK AREA #3 – Fleet Support (CDRL A001 and A004)

The Contractor shall support Fleet personnel at AWSTS in the area of operational tactics, tactical training, and Helicopter Advanced Readiness Program (HARP) execution and therefore must possess or be able to obtain authority to perform continual on-site support at the Airborne Mine Countermeasures Weapon Systems Training School (AWSTS) facility at Naval Station Norfolk, VA. This includes access to classified publications, word processing and access to both classified and unclassified Naval websites and e-mail communications. The Contractor shall support NSWC PCD in the development of MCM training materials and products that will be provided to the Fleet. Periodic exercise events are conducted in a joint effort between the Fleet and NSWC PCD. The Contractor shall support the planning, scheduling, and coordinating of these events. These also serve as an opportunity for training Fleet personnel on experimental tactics, techniques, and procedures (TTPs). The Contractor shall conduct training to Fleet personnel on MIW tactics, tactical planning, and PMA using materials developed according to NAVEDTRA standards. The Contractor shall provide technical expertise in PMA for the AN/AQS-24, AN/SQQ-32, and the AN/AQS-20 systems, as well as the SeaFox and the Archerfish neutralization systems. The Contract shall review and/or assist in the writing of exercise reports, provide observations and analysis, and provide recommendations to better tactical doctrine and training curricula.

3.4 TASK AREA #4 – Systems Engineering and Analysis Support (CDRL A001)

The Contractor shall provide systems engineering support to NSWC PCD by monitoring testing, conducting independent analysis, collecting and analyzing data, supporting NSWC PCD analysis, and developing test documentation for data collection that will take place during the period of performance. Anticipated data collection efforts will be required during at least one local area tactical analysis test. Deliverables shall include technical reports documenting data collection

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	-----------------	-------

results and any required analysis conducted.

The Contractor shall provide to Code X32, operational and tactical assessments, system performance evaluations, integrated operation review, and recommendations relative to the performance of SMCM, UMCM, AMCM, and IMCM systems in the operational environment, as required. Assessments shall include effectiveness analysis of any supporting training evolutions and enhancement recommendations for operational and tactics training at all levels. Systems analysis support shall also include the preparation of tactics reports and related publications that document SMCM, UMCM, AMCM, and IMCM systems and subsystems operation, tactics, and performance. It is estimated that approximately three publications per year for each year of the period of performance would be needed. These would be items such as Tactics Reports, Studies, and TACMEMOs.

3.5 TASK AREA #5 –MIW Theory and Tactical Decision Aid (TDA) Support (CDRL A001)

The Contractor shall support NSWC PCD efforts in the area of MIW theory. The purpose of theory development is to update theory to reflect the advent of the LCS MCM MP systems. In addition, MIW theory will be integrated into joint warfare with the advent of Risk-Based Planning (RBP) and analyses. The Contractor shall support the algorithmic development, software integration, and management of all MIW theory support and its implementation into TDAs. The Contractor shall review the theory reports, and provide analysis, observations, and recommendations to tactical doctrine.

The Contractor shall provide systems analysis support to this effort by assisting in the conduct of independent analysis, collection, and analysis of algorithmic description data, and development of associated requirements documentation. The Contractor shall also assist in the documentation of requirements and conversion algorithms used in MEDAL applications.

3.6 Travel

The Contractor shall, as required, travel as specified and approved by the Contracting Officer's Representative (COR). The Contractor shall not exceed funded Other Direct Cost (ODC) cost for travel without written authorization from the Contracting Officer. Contractor personnel may be required to travel to deployment locations in CONUS and outside CONUS (OCONUS) to support this PWS. Anticipated travel locations are from the Contractor's facility to Washington D.C., San Diego, CA, Norfolk, VA; Sasebo, Japan; and Bahrain during each year of the period of performance. Travel to any location shall be approved by the COR prior to departure. The Contractor shall submit an itemized list of projected expenses (airfare, lodging per night, per-diem, rental car, if necessary, and miscellaneous expenses in accordance with Joint Federal Travel Regulations (JFTR)) to the Procuring Contracting Officer (PCO) and COR at least 15 working day prior to expected departure.

JTFR Website: <http://www.defensetravel.dod.mil/site/travelreg.cfm>

3.7 Progress Reporting (CDRL A001)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. Progress reporting elements include items such as:

- (a) Narrative summary of the work performed and results obtained
- (b) Anticipated activities for the following month
- (c) An explanation of deviations from the last month's projections
- (d) Current or projected problems and issues being worked by the Contractor
- (e) Current or projected problems and issues requiring government attention
- (f) Trip Reports for travel performed including highlights, summary of technical discussion(s), action items, and a list of attendees
- (g) Charges and remaining funds binned into the following categories:
 - Labor hours charged (by labor category) and associated cumulative costs
 - Labor funding remaining
 - Other Direct Costs (ODCs) expended during the reporting period
 - ODC funding remaining

3.8 Purchases

Only items directly used for this Task Order, for work within the scope of the PWS, shall be purchased under the material Other Direct Cost (ODC) line items. Individual purchases above \$3,000 shall be approved by the PCO prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the PCO for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.9 Office Space

NSWC PCD will not provide any office space to Contractor personnel under this Task Order at NSWC PCD.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will make available to the Contractor system tactics documents such as Capability Development Documents (CDDs), CONOPS, TEMPs, system technical manuals, NWP, NTPs, and ATPs associated with SMCM, AMCM, UCM, IMCM, LCS, and other programs test plans, white papers, results from related Fleet experimentation, and documents as

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

required. The Government will also provide mine countermeasures (MCM) tactics information from MEDAL, NSAM, and other MCM TDAs as required.

5.0 DATA DELIVERABLES

All data deliverables shall be submitted in accordance with Attachment J.1 Contract Data Requirements List (CDRLs).

6.0 PERIOD OF PERFORMANCE

The Period of Performance (POP) for this Task Order is identified in Section F.

7.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The Task Order will be evaluated in accordance with FAR 42.15 following the policy and procedures of 42.1502 and 42.1503. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.gov> .

7.1 Performance Objectives, Standards, and Acceptable Quality Levels

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Performance Work Statement (PWS) Section	<u>Performance Objective</u>	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.0	Provide qualified engineering & analytical staff in support of Task Order requirements	90% of personnel vacancies are filled within 30 days, performance issues are resolved within 1 day of any occurrence	Staff is maintained and productive

PWS Paragraph 3.1 – 3.5	Contractor prepares inputs and updates to programmatic and tactical documentation	100% of reports and data are provided by agreed upon due dates	Data is accurate, complete, timely
PWS Paragraph 3.7	Contractor Monthly Status Reports are submitted on a timely basis	90% of reports are provided by due dates	Data is accurate, complete, timely
	Contractor monitors cost expenditures and progress towards completion of assigned work and reports cost/progress in the Monthly Status Reports	Report shall contain accurate descriptions of all activities by task	Submit by the 10 th of each month in the established format

8.0 SECURITY

The Contractor may be required to access classified documents or work in classified areas up to the SECRET level, including access to NATO SECRET information. Documents produced under this Task Order may contain classified information up to the SECRET level and must be clearly marked per the appropriate security guidelines as delineated in the specific tasking being supported. For certain tasks, the Contractor must also be able to provide IT support while meeting communications security (COMSEC) requirements. All security related issues will be handled in accordance with Defense Information Security Agency (DISA) guidelines and approved locally by the Secure Internet Protocol Router Network (SIPRNET) Information Assurance Officer (IAO). The provisions of the attached DD Form 254 apply.

8.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to Department of the Navy (DoN) controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

Adjudication Facility.

8.2 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

8.3 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

7.4 For Official Use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

8.5 Information Security Guidelines for Protection of Unclassified DoD Information on Non-DoD Systems (per Directive-Type Memorandum (DTM) 08-027: "Security of Unclassified DoD Information on Non-DoD Information Systems," dated Jul 2009)

Information Safeguards, below, are applicable to:

- a. Non-public information provided to the contractor (e.g., with the request for proposal);
- b. Information developed during the course of the Task Order, grant, or other legal agreement or understanding (e.g., draft documents, reports, or briefings and deliverables); and
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

Information Safeguards

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 15 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

- a. Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- b. Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- c. Sanitize media (e.g., overwrite) before external release or disposal.
- d. Encrypt information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- e. Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- f. Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- g. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- h. Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of Transport Layer Security (TLS) or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

Provide protection against computer network intrusions and data exfiltration, minimally including the following:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, Critical Program Information (CPI),

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

personally identifiable information, export controlled) as specified in contracts, grants, and other agreements. Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

8.6 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location or movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions or attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

9.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

10.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed subcontractor's cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

rate caps for the prime Contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this Task Order for NSWC PCD via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 22 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

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

DISTRIBUTION LIMITATION STATEMENT

Technical documentation generated under this task order shall carry a distribution limitation statement in accordance with the applicable Security Classification Guide (SCG). The DoD Contract Security Classification Specification (DD Form 254) provides the applicable SCGs for this contractual effort. Whenever the technical documentation contains information governed by more than one SCG, the distribution statement applied will be the most restrictive of the SCGs. Word processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statements shall be as near to the title as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DESTRUCTION NOTICE: For classified documents, follow procedures in DoD 5220.22 (series) National Industrial Security Program Operating Manual or DoDM 5200.01-V3, DoD Information Security Program: Protection of Classified Information. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

Any Data or portion thereof carrying the above statement must be submitted to the NSWC Panama City and be approved for public release prior to any public display or presentation.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 23 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 24 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/14/2014 - 4/13/2015
9000	4/14/2014 - 4/13/2015

CLIN - DELIVERIES OR PERFORMANCE

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

7000 Base Period – Award through 12 months thereafter

9000 Base Period – Award through 12 months thereafter

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

7001 Exercise of Option 1 through 12 months thereafter

9001 Exercise of Option 1 through 12 months thereafter

7002 Exercise of Option 2 through 12 months thereafter

9002 Exercise of Option 2 through 12 months thereafter

DELIVERABLES AND PACKAGING

1. Data Deliverables

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 25 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

Joan Troutman

110 Vernon Avenue
Panama City, Florida 32407
(850) 235 - 5845
joan.troutman@navy.mil

Contract Specialist

Crystal Selvaggio

110 Vernon Avenue
Panama City, Florida 32407
(850) 235 - 5152
crystal.selvaggio@navy.mil

Ombudsman

Gerald Sorrell
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative

Kevin Oakes

(850) 234 - 4025

Defense Contract Management Agency (DCMA)

(S2404A) DCMA Manassas

Defense Finance and Accounting Services (DFAS)

(HQ0338) DFAS Columbus Center, South Entitlement Operations

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

PAYMENT INSTRUCTIONS

(a) This contract will be funded by multiple accounting classification citations and allotted by SLIN(s) to the main allocation CLIN(s).

(b) Payments shall be made from the accounting classification citations from the specific SLIN(s) in which they are invoiced. Money shall not be moved from one SLIN to another SLIN to pay an invoice.

(c) The Contractor shall cooperatively identify the appropriate SLIN(s) to the Contracting Officer's Representative (COR) prior to submitting invoice.

(d) Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 26 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

instructions are provided as part of a contract modification.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below; exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order:

CLIN(s) 7000 - 7003 and 9000 - 9003 as follows: Pay from the ACRN listed on the Contractor's Invoice.

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

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

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

INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003); the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government Contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide."

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 27 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The Contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

Invoice (FFP Supply & Service)
 Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

ISSUE DODAAC	N61331
ADMIN DODAAC	TBD
PAY OFFICE DODAAC	TBD
INSPECTOR DODACC	LEAVE BLANK
SERVICE ACCEPTOR DODAAC	TBD
SERVICE APPROVER DODAAC	TBD
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	TBD
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

COR - Kevin Oakes (kevin.oakes@navy.mil)

(f) The Contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact - Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcped_wawf@navy.mil.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 28 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
700001	130041392300001	50000.00
LLA :		
AA 97X4930 NH1D 260 77777 0 050120 2F 000000 A00002204914		
900001	130041392300002	6000.00
LLA :		
AB 97X4930 NH1D 260 77777 0 050120 2F 000000 A00002204914		

BASE Funding 56000.00
Cumulative Funding 56000.00

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 29 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

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.
-

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately _____ (Offeror to fill-in) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 30 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

(End of Text)

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

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

(End of Text)

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work; (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

CAPPED RATES

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this solicitation.

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.

Note: *The number of days specified for notification may be varied.*

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 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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>		
	\$	\$				
ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP
7000	██████████	██████████	██████	██████████	766.00	04/14/2014 - 04/13/2015
9000	0.00	0.00	0.00	6,000.00	0.00	04/14/2014 - 04/13/2015

(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 _____ 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months.

(End of Clause)

DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (MAY 2010)

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

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration-

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration-

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7403.

(End of clause)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 34 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (JUN 1987)

(a) 'Definitions.'

'Data', as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.

'Unlimited rights', as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) 'Allocation of Rights.'

(1) The Government shall have--

- (i) Unlimited rights in all data delivered under this contract and in all data first produced in the performance of this contract except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) 'Copyright.'

(1) 'Data first produced in the performance of this contract'

- (i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a public work in the U.S. Copyright Office. The Contractor grant to the Government, and others acting in its behalf, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
- (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) 'Data not first produced in the performance of this contract.' The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) 'Release and use restrictions.' Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) 'Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 35 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

FAR 52.217-8 Option to Extend Services (Nov 1999)

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

(End of clause)

52.222-2 Payment for Overtime Premiums.

As prescribed in 22.103-5(b), insert the following clause:

Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed * ____0.00____ or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE:

- FAR 52.227-1 Authorization and Consent
- FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
- FAR 52.227-11 Patent Rights - Ownership by Contractor
- DFARS 252.227-7039 Patents - Reporting of Subject Inventions

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

- **DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items**
- **DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation**
- **DFARS 252.227-7016 Rights in Bid or Proposal Information**
- **DFARS 252.227-7030 Technical Data - Withholding of Payment**
- **DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data**

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR13	PAGE 37 of 37	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment J1 Exhibit A - Contract Data Requirements Lists

Attachment J2 DD254 - Security Form