

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
05

3. EFFECTIVE DATE
18-Nov-2016

4. REQUISITION/PURCHASE REQ. NO.
1300608495

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N61331

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, PANAMA CITY
110 Vernon Avenue
Panama City FL 32407-7001
carmen.decker@navy.mil 850-234-4218

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

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Technical Systems Integration
816 Greenbrier Circle, Suite 208
Chesapeake VA 23320

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4147-HR16

10B. DATED (SEE ITEM 13)

16-Jun-2015

CAGE CODE
0WWV3

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
FAR 52.232-22 Limitations of Funds

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

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

SEE PAGE 2

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

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

Joan R Troutman, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY /s/Joan R Troutman

21-Nov-2016

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose for this modification is for the following changes:

1. To incorporate the updated Department of Labor Wage Determination No:2005-3007 Rev. 18 dated 12/29/2015. Section J, Attachment J.2 is updated accordingly.
2. To provide incremental funding for the total amount of \$347,000.00 and establish Labor SLINs 700102, 700103 and 700104. Accordingly, said Task Order is modified as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700102	WCF	████	████████	████████
700103	WCF	████	████████	████████
700104	WCF	████	████████	████████

The funding profile for Labor **CLIN 7001** is as follows:

CLIN 7001	From (\$)	By (\$)	To (\$)
Funded Labor	████████	████████	████████
Funded Fee	████████	████████	████████
Total Funded	████████	████████	████████

The **total Task Order** funding profile is changed as follows:

Task Order	From (\$)	By (\$)	To (\$)
Funded Labor	████████	████████	████████
Funded Fee	████████	████████	████████
Funded ODC	████████	████	████████
Total Funded	████████	████████	████████

The total amount of *funds obligated* to the task is hereby increased from ██████████ by ██████████ to ██████████.

The total *value of the order* is hereby increased from ██████████ by ██████ to ██████████.

This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$2,593,796.50** which includes a fixed fee of ██████████ is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$2,593,796.50** shall not be exceeded until this Task Order is modified to provide additional funding.

This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The Period of Performance for CLINs 7001 and 9001 is from 16 June 2016 through 15 June 2017.

Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remain unchanged and in full force and effect.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Base YEAR: TERM FORM TASK ORDER; SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A. See Notes A & D. (O&MN,N)		LH			\$1,366,858.88
700001	R425	Incremental Funding New Award PR# 1300494289 (O&MN,N)					
700002	R425	Incremental Funding PR# 1300540540 (O&MN,N)					
700003	R425	Incremental funding of \$341,713. PR #1300548545 (O&MN,N)					
7001	R425	Option I: TERM FORM TASK ORDER SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A. See Notes A, B and D (O&MN,N)		LH			\$1,391,107.91
700101	R425	Incremental funding of \$695,554. PR #1300573634 (O&MN,N)					
700102	R425	Incremental funding of \$127,000. PR #1300608495 (WCF)					
700103	R425	Incremental funding of \$120,000. PR #1300608494 (WCF)					
700104	R425	Incremental funding of \$100,000. PR #1300608545 (WCF)					
7002	R425	Option II: TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A. See Note A, B and D (O&MN,N) Option		LH			\$1,416,522.69

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs (ODC)'s - Travel and Material in support of CLIN 7000. See Note C and D. (O&MN,N)	1.0	LO	\$122,923.50
900001	R425	Incremental Funding New Award PR# 1300494289 (O&MN,N)			
900002	R425	Incremental Funding PR# 1300540540 (O&MN,N)			
900003	R425	Incremental Funding of \$30,673.50. PR#1300548545 (O&MN,N)			
9001	R425	Other Direct Costs (ODC)'s - Travel and Material in support of CLIN 7001. See Notes B, C and D (O&MN,N)	1.0	LO	\$122,923.50
900101	R425	Incremental funding of \$61,461. PR #1300573634 (O&MN,N)			
9002	R425	Other Direct Costs (ODC)'s - Travel and Material in support of CLIN 7002. See Notes B, C and D (O&MN,N)	1.0	LO	\$122,923.50
		Option			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (CLIN's 7000, 7001, 7002)

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to the successful Offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: OPTION's (CLIN's 7001, 7002, 9001, 9002)

Option item to which the Option Clause in Section I applies and which CLIN which may be unilaterally exercised.

NOTE C: ODC

These Items are non-fee bearing CLINs (**9000 Series**) 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. 10 U.S.C. 2410(a) authority applies which authorizes use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve (12) months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

CLAUSES INCORPORATED IN FULL TEXT:

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

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

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

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

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

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

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

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

(End of Text)

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

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

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the

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worksite, in and around the worksite, and from the worksite to the Contractor's facility.

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

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

CONTRACT LINE ITEM (CLIN)	TYPE
CLIN 7000	CPFF
CLIN 7001	CPFF
CLIN 7002	CPFF
CLIN 9000	COST
CLIN 9001	COST
CLIN 9002	COST

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR LIFE CYCLE MAINTENANCE AND INTEGRATED LOGISTICS SUPPORT FOR AIRBORNE MINE COUNTERMEASURES (AMCM) SYSTEMS

14 February 2014

1.0 SCOPE

This performance work statement (PWS) describes the effort required by the contractor to provide technical support to the Government in developing and sustaining the Life Cycle Management (LCM) and Integrated Logistics Support (ILS) Program for AMCM systems. The effort includes activities pertaining to the logistical elements of the Sustainment Process for current AMCM Equipment and any future AMCM systems delivered to the Fleet. Those elements are: Configuration Management; Supply Support; Technical Publications; Training; Facilities; Manpower; Packaging, Handling, Storage and Transportation (PHS&T); Support Equipment; Computer Resources; and Maintenance. This PWS describes the COMNAVAIRFORINST 4790.2 series efforts in support of applicable Naval Aviation Maintenance Programs (NAMP). This PWS also describes requirements for manufacturing, repairing, refurbishing and replacing systems or components of AMCM systems.

1.1 Acronyms

AFRB	Airborne Fleet Readiness Branch
AMCM	Airborne Mine Countermeasures
AWB	Air Weapons Bulletin
AWC	Air Weapons Change
CAI	Computer Aided Instruction
CAD	Computer Aided Drawing
CBT	Computer Based Training
CDMD-OA	Configuration Database Manager Database - Open Architecture
CMIS	Configuration Management Information System
CMPro	Configuration Management Professional
COMNAVAIRFORINST	Commander, Naval Air for Instruction
CSEC	Computerized Self Evaluation Checklist
DECKPLATE	Decision Knowledge Programming for Logistics Analysis and Technical Evaluation
DR	Drawing Requests
ECP	Engineering Change Proposals
EI	Engineering Investigations
HMR	Hazardous Materials Report
ICAPS	Interactive Computer Aided Provisioning System

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ICW	Interactive Courseware
ILS	Integrative Logistics Support
ILSMT	Integrated Logistics Support Management Team
IMRL	Individual Materials Readiness List
LCM	Life Cycle Maintenance
MMP	Monthly Maintenance Plan
MP	Maintenance Plans
MPT	Manpower, Personnel and Training
NALCOMIS	Naval Aviation Logistics Command Management Information System
NAMDRP	Naval Aviation Maintenance Discrepancy Reporting Program
NAMP	Naval Aviation Maintenance Programs
NAR	Nomenclature Assignment Requests
NAVAIR	Naval Air
NMCI	Navy-Marine Corps Intranet
NOR	Notice of Revisions
NTSP	Navy Training Support Plans
PARTS	PSD Automated Reporting Tracking System
PCD	Publication Change Directives
PHS&T	Packaging, Handling, Storage and Transportation
PSW	Program Support Data
QA	Quality Assurance
QDR	Quality Deficiency Report
SE	Support Equipment
SECA	Support Equipment Controlling Authority
SERD	Support Equipment Requirement Data
SERMIS	Support Equipment Resource Management Information System
TMCR	Technical Manual Contract Requirement
TN	Technical Notes
TPDR	Technical Publication Deficiency Reports
TRPPM	Training Planning Process Methodology
TSWG	Training Support Work Groups
UID	Unique Identification

2.0 APPLICABLE DOCUMENTS

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

2.1 Military Standards

MIL-STD-129P DOD STANDARD PRACTICE IDENTIFICATION
MARKING OF U.S. MILITARY

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SEP 2007 PROPERTY

2.2 Military Specifications

None

2.3 Other Documents

COMNAVAIR FOR INST 4790.2 Senes Support

3.0 REQUIREMENTS

3.1 Integrated Logistics Support Documentation

3.1.1 Configuration Management

The contractor shall: Serve as the Database Manager for AMCM system configurations utilizing CMPro®; Develop, review, process and update workflow schedules and guidelines to ensure optimum processing of Engineering Change Proposals (ECP) both Class I and II ; Initiate ECPs to support equipment and document changes; Process Notice of Revisions (NOR), Publication Change Directives (PCD), Nomenclature Assignment Requests (NAR), Drawing Requests (DR), Physical Configuration Audits and Document Configuration Audits, and Technical Directives; All other documents as requested by Airborne Fleet Readiness Branch (AFRB) to include AMCM processes, Program and Wing Instructions, and other miscellaneous documents. Upload all documents, unique identification (UID) data, and alterations into CMPro®. (CDRL A001, A002)

3.1.2 Supply Support

The contractor shall conduct regular provisioning and supply meetings (as requested by the COR, Contracting Officer's Representative) to identify and provide solutions to issues identified during the supply-support process. The contractor shall develop, review, process and update documentation to include User Logistics Support Plans, Supply Support Plans, Interactive Computer Aided Provisioning System (ICAPS) packages and provisioning Technical Documentation. The contractor shall develop, coordinate and submit routine maintenance actions to the AMCM Weapon system Files located at Naval Inventory Control Point, Mechanicsburg, Pennsylvania.

3.1.3 Technical Data

The contractor shall review technical data as it relates to AMCM Systems. Technical Data shall include but not be limited to: Technical Manuals and memorandums, drawings, allowance parts/equipment/ component lists, maintenance plans, optimized Naval Aviation Logistics Command Management Information System, NALCOMIS (Naval Aviation Logistics Command Management Information System), and Field Support Team spreadsheets, Work Unit Codes, and reliability centered maintenance. The contractor shall also maintain a database to

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provide metrics/lessons learned in support of AMCM Fleet organizations and systems. The contractor shall maintain the Integrated Logistics Support Management Team (ILSMT) Action Item database to show progress and completion of action items submitted during the year and at the annual ILSMT Conference for the AMCM Community.

3.1.4 Training

The contractor shall participate in Training Support Work Groups (TSWG), review, document and update Navy Training Support Plans (NTSP), the Training Planning Process Methodology (TRPPM), and any pertinent training support documents. The contractor shall review any Computer Based Training (CBT) whether Interactive Courseware (ICW) or Computer Aided Instruction (CAI) deemed necessary by the government. The contractor shall participate in developing documentation to support new training materials and equipment to support Fleet requirements. The contractor shall provide technical support in the familiarization and local training of various databases.

3.1.5 Facilities

As required by AFRB, the contractor shall provide site surveys for facilities to support maintenance, inventory and storage of AMCM equipment.

3.1.6 Manpower

The contractor shall review, document changes and update Manpower, Personnel and Training (MPT) requirements as they pertain to training and maintenance personnel requirements in support of program reviews of AMCM systems.

3.1.7 Packaging, Handling, Storage and Transportation (PHS&T)

The contractor shall review, document changes and revise information pertaining to PHS&T. The contractor shall assist in the shipment of identified items to support forward deployed AMCM units ensuring compliance with all foreign import/export procedures. The contractor shall provide Unique Identification (UID) labels as requested by AFRB in accordance with MIL-STD-129P, Military Marking of U.S. Military Property. The Contractor shall provide assistance in monitoring system inventories at the request of AFRB.

3.1.8 Support Equipment

The contractor shall review, update, and revise documents affecting all support equipment to include submitting new Support Equipment Requirement Data (SERD) requests, and accessing the Support Equipment Resource Management Information System (SERMIS) database to ascertain up-to-date SERDS for AMCM support equipment.

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3.1.9 Computer Resources

The contractor shall provide database management administrator functions for CMPro® and Configuration Database Manager Database-Open Architecture (CDMD-OA). The CDMD-OA manager will train CDMD-OA users. The contractor shall also utilize Configuration Management Information System (CMIS), Naval Aviation Logistics Command Management Information System (NALCOMIS), Decision Knowledge Programming for Logistics Analysis and Technical Evaluation (DECKPLATE), SERMIS, Local Asset Management System (LAMS), NAVAIR Engineering Investigation website, and provide current data for AMCM systems and equipment.

3.1.10 Maintenance

The Contractor shall review and update all documents that pertain to or assist in the maintenance of the AMCM equipment and systems. **(CDRL's A001 and A002)**

3.2 COMNAVAIRFORINST 4790.2 Series Support

For this tasking the contractor will be on-site office space/equipment with Navy-Marine Corps Internet (NMCI) access.

3.2.1 Monthly Maintenance Plan

As directed by COMNAVAIRFORINST 4790.2 series, the contractor will draft and deliver to the customer a Monthly Maintenance Plan (MMP). As a minimum, this maintenance plan will include a summary of personnel qualifications, program manager designations, equipment requiring inspections, monthly training schedule, and a schedule for tracking tool and Individual Materials Readiness List (IMRL) calibrations. The MMP will be delivered to the customer for signature by the 25th of each month, and a copy will be provided electronically to all personnel assigned to AFRB. **(CDRL A003)**

3.2.2 Maintenance Programs

The contractor shall provide personnel with an extensive Aviation Quality Assurance (QA) background to assist AFRB in the management of all requirements set forth by the appropriate documents and standards for the following programs (and any new programs initiated during the course of this PWS) :

Hydraulic Contamination	SE Training/Licensing
Laser Safety	SE Misuse and Abuse

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Tool Control	Corrosion Control/Emergency Reclamation
Hazardous Material/Waste	Foreign Object Damage
Explosive Handling	Electrostatic Discharge
MK 105 SLED Captain	Safety program
Tire and Wheel Maintenance	Work Center documentation and reporting

These programs include audits that shall be conducted as prescribed by COMNAVAIRFORINST 4790.2 during the task order period of performance utilizing the Computerized Self Evaluation Checklist (CSEC). The checklist shall be delivered to AFRB upon completion of the audit. The contractor shall maintain personnel qualification files for all individuals affected by any of the above listed programs. The contractor shall assist AFRB in preparation for the periodic Aviation Maintenance Management Team inspection who evaluates all areas of the NAMP. **(CDRL A004)**

3.2.3 AFRB Technical and Logistics Library

The contractor shall maintain a working electronic library in CMPro® for AFRB with the most current available technical documentation (from manuals to memorandums) for each AMCM program or system. Documentation shall consist of the following:

AMCM Technical Manuals/Status Reports	Avionics bulletins
TMCR	Rapid Action Maintenance Engineering Changes
Technical Directives	Standard Depot Level Maintenance Plans/Reports
AWB/AWC Airframe bulletins	Technical Field Reports/Test reports Technical documents related to maintenance, engineering, or ILS

3.2.4 Individual Material Readiness List (IMRL)

The contractor shall perform the following tasks: Draft and deliver a report for all item transactions such as the receipt of new items, transfer of items on hand, or changes in on-hand quantity utilizing LAMS software as the management tool; Conduct an annual physical

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wall-to-wall inventory and submit findings as required. The results of this inventory shall be reported to the NAVAIR Support Equipment Controlling Authority (SECA) representative; Submit IMRL Revision Requests to the NAVAIR SECA for all required changes; Prepare letters to the NAVAIR SECA requesting disposition instructions for excess IMRL equipment; Prepare surveys for lost or beyond economical repair items and submit to the NAVAIR SECA; Ensure all IMRL equipment requiring calibration or repair is scheduled for calibration or repair in a timely manner. A calibration schedule shall be published monthly via the MMP; Attend IMRL management training and conferences and provide trip reports. **(CDRL A005)**

3.2.5 NAMDRP Program Management Support and Reporting Requirements

As the NAMDRP program manager, the contractor shall support AFRB Work Center personnel by preparing as appropriate: Engineering Investigations (EIs), Hazardous Materials Reports (HMRs), Quality Deficiency Reports (QDRs), Technical Publication Deficiency Reports (TPDRs), and related correspondence as they relate to the AFRB NAMDRP process. **(CDRL A006)**

3.3 AFRB General Support

The contractor shall maintain the database for all action items identified through the ILSMT process. The Contractor shall provide Program Management support requiring expeditious communication and support material and assist in Validation and Verification support on new or existing equipment as required within the capabilities of the on-sight personnel. The contractor shall support AFRB in the development of meeting minutes, and collect, compile, and distribute minutes. The meeting minutes are to be delivered for draft review 48 hours after meeting completion with distribution via hard or electronic copy as required. The contractor shall support development and distribution of presentation material required by AFRB and in support of quarterly reviews. The contractor shall support the update of AFRB documents as required. These include Technical Notes (TN's), Technical publications, Maintenance Plans (MP's), and all other ILS documents. All deliveries, where appropriate, shall be in Microsoft Office format compatible software. **(CDRL's A007 and A008)**

3.4 Manufacturing

The contractor shall provide manufacturing support consisting of designing, developing and maintaining physical equipment, and refurbishing, repairing and replacing equipment as required. Tasks include a variety of engineering services for the repair and conversion of the AMCM Systems. Tasking shall include incorporation of ECPs and generating all ILS documentation in support of the conversion of systems. The contractor shall have a production area encompassing welding (MIG, TIG, and Plasma Arc), machining, an electronics lab, paint booth and sufficient controlled inside and secured outside storage. The contractor shall also provide Computer Aided Drafting (CAD) workstations for the production of engineering drawings and drawing databases. Products and services will be governed by a third party registered ISO 9001: 2000 procedures and work instructions. 2008 is Acceptable. **CDRL A009)**

3.5 Travel

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Annual travel requirements are anticipated as follows:

- Panama City, FL to Norfolk, VA: 16 trips, 4 days, 2 personnel
- Panama City, FL to San Diego, CA: 2 trips, 4 days, 2 personnel
- Panama City, FL to Keyport, WA: 2 trips, 4 days, 2 personnel
- Panama City, FL to Patuxent River, MD: 14 trips, 4 days, 2 personnel
- Panama City, FL to Washnigton, DC: 2 trips, 4 days, 2 personnel
- Panama City, FL to Mechanicsburg, PA: 5 trips, 3 days, 2 personnel
- Panama City, FL to Annual ILSMT Working Group Location: 5 trips, 4 days, 7
personnel
- Other Travel as required by AFRB

- a. The primary performance location is Panama City, Florida.
- b. Travel Expenses are limited by the Joint Travel Regulations (JTR)
- c. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel costs is not exceeded. However under no circumstances may the contractor travel to a destination other than those specified above without written consent of the Procuring Contracting Officer.

3.6 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. **(CDRL A010)**

3.7 Material Purchase

Only items directly used for this order, for work within the scope, shall be purchased under the material line item. Material purchase 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 pricing. The request and supporting documentation shall be submitted, in writing (e-mail is preferred), to the COR for concurrence prior to being submitted to the PCO for approval. The COR shall review and provide approval for material purchases at and below \$3,000. Information Technology (IT) equipment, or services must be approved by the proper NSWC PCD approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer 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

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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

3.8 Space

Naval Surface Warfare Center - Panama City Division

110 Vernon Avenue

Panama City, Fl. 32407-7001

The Government will provide Office space for up to One (1) Logistics personnel, with 1 utilizing office space and 0 lab spaces under this order as approved by the NSWC PCD Business Operations Department. Specific locations will be provided at time of award of the order. The space provided will identified as to the company name and individual contractor employee name. The Government will supply access to all the necessary equipment to perform all the tasks listed in this PWS. These will include phone, fax machine, and NMCI computer. The Government will supply all consumable materials such as paper, printer cartridges, etc. Access to Government building is from 0600 until 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0730 to 1600, Monday through Friday, but may vary according to which office employee is working. The approval of the Procuring Contracting Officer (PCO) is required for performance of work outside normal working hours. Contract personnel shall always work under Government oversight. In the event that NSWCPC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

GFI in the form of equipment schematics, drawings, assembly/disassembly instructions, documentation, and logistics documentation will be provided to the contractor throughout the contract period of performance. Disposition of GFI will be made at contract completion. The contractor shall be provided access to the logs, manuals, and files required for performance of PWS within 5 days after issuance of task order. Access is required for: CMPro®, CMIS, CDMD-OA, DECKPLATE, ICAPS (Windows and Client Server), LAMS, NALDA, NALCOMIS SERMIS, and any other databases as required by AFRB.

4.2 Access to Government Facilities

Access to Government buildings is from 0600 to 1800 Monday through Friday, except Federal holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building or facility whenever Contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

5.0 DELIVERABLES

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

6.0 PERIOD OF PERFORMANCE

The Period of Performance for this task order will be from effective date (base year) to twelve months from date of award. There are two option periods of twelve months each for a total contract period of performance of three (3) years. See Section F.

7.0 SECURITY

This task is UNCLASSIFIED. Performance under this contract will not require the contractor to access nor generate classified material.

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

Prior to access, contractor personnel requiring access to 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 Adjudication Facility.

7.2 Minimum Protection Requirements for Controlled Unclassified Information:

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., 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.

7.3 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.

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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 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

7.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01)

7.5.1 DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

7.5.2 Applicability

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

7.5.3 Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking). It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:
 - a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
 - b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
 - c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
 - d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb

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drives and compact disks, using the best encryption technology available to the contractor or teaming partner.

e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information 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).

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of both inbound and outbound network traffic (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.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

7.6 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/movement of sensitive information, equipment, or facilities;

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- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itinerarie, 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.

8.0 RELEASE OF INFORMATION

Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

9.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance 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.navy.mil>.

9.1 Performance Objectives, Standards and Acceptable Quality Level (AQL)

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and AQLs 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 the FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.1.1 Configuration Management	Develop, review, process, and update workflow schedules and guidelines to ensure optimum processing of Engineering Change Proposals (ECP) both Class I and II.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.1.2 Supply Support	Develop, review, process and update documentation to include User Logistics Support Plans, Supply Support Plans, Interactive Computer Aided Provisioning System (ICAPS) packages and provisioning Technical Documentation.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.3 Technical Data	Technical manuals and memorandums, drawings, allowance parts/equipment/component lists, maintenance plans, optimized NALCOMIS and Field Support Team spreadsheets, work unit codes, and reliability centered maintenance.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.4 Training	Participate in Training Support Work Groups (TSWG), review, document and update Navy Training Support Plans (NTSP), the Training Planning Process Methodology (TRPPM), and any pertinent training support documents	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.5 Facilities	Provide site surveys for facilities to support maintenance, inventory, and storage of AMCM equipment.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.6 Manpower	(f) Review, document changes, and update Manpower, Personnel and Training (MPT) requirements as they pertain to training and maintenance personnel requirements in support of AMCM systems	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.1.7 PHS&T	(g) Review, document changes, and revise information pertaining to Packaging, Handling, Storage and Transportation (PHS&T)	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.8 Support Equipment	Review, update, and revise documents affecting all support equipment to include submitting new Support Equipment Requirement Data (SERD) requests and accessing the Support Equipment Resource Management Information System (SERMIS) database to ascertain up-to-date SERDS for AMCM support equipment	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.1.9 Computer Resources	Provide database management administrator functions for CMPPro® and Configuration Database Manager Database-Open Architecture (CDMD-OA)	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.10 Maintenance	Review and update all documents that pertain to or assist in the maintenance of AMCM equipment and systems	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS paragraph 3.2.1 Monthly Maintenance Plan	Prepare and deliver a Monthly Maintenance Plan (MMP). As a minimum, this maintenance plan will consist of a summary of personnel qualifications, program manager designations, equipment requiring inspections, monthly training schedule, and a schedule for tracking tool and Individual Materials Readiness List (IMRL) calibrations	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.2.2 Maintenance Programs	Conduct audits of AMCM maintenance programs as prescribed by COMNAVAIRFORINST 4790.2 utilizing the Computerized Self Evaluation Checklist (CSEC)	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.2.3 Technical and Logistics Library	Maintain a working electronic library in CMPPro® with the most current available technical documentation for each AMCM program or system	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.2.4 Individual Material Readiness List (IMRL)	Prepare and deliver a report for all item transactions such as the receipt of new items, transfer of items on hand, or changes in on-hand quantity utilizing LAMS software as the management tool. The contractor shall conduct an annual physical wall-to-wall inventory and submit findings	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.2.5 NAMDRP Program Management Support	Prepare Engineering Investigations (EIs), Hazardous Materials Reports (HMRs), Quality Deficiency Reports (QDRs), Technical Publication Deficiency Reports (TPDRs) as they relate to the NAMDRP process.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS paragraph 3.3 General Support	Maintain the database for all action items identified through the ILSMT process; provide program management support requiring expeditious communication and support material and assist in Validation and Verification support on new or existing equipment; prepare and deliver meeting minutes; Documentation Updates	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS paragraph 3.4 Manufacturing Support	Provide manufacturing support consisting of designing, developing and maintaining physical equipment, and refurbishing, repairing and replacing equipment as required	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING (ECMR)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract 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>.

11.0 GOVERNMENT/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 contract 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 prominent 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 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 control 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.

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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 it's 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 contract.
- (e) Inapplicability of Employee Benefits: This contract 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 contract are not subject to the Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract 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

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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.

12.0 SUBCONTRACTOR/CONSULTANTS

(a) In addition to the information required by 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 agreement:

(1) A copy of the proposed sub-contractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e 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 addition 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) T&M pricing agreements require an accounting system rating of adequate. 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/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

13.0 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)

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(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 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

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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 re-competition 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 PCO, 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.

(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 PCO. 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 PCO 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 PCO, 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 PCO, 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

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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.

CLAUSES INCORPORATED IN FULL TEXT:

HQ C-1-001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

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

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

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

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

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

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

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

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement -

(1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a

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Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DICMAN- 80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. AnECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MILHDBK- 61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

- (1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.
- (2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.
- (3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.
- (4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

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(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

(End of Text)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal **Technical and Cost Proposal** dated **17 November 2014** in response to NAVSEA Solicitation No. **N00024-14-R-3571**

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

(a) Definitions.

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

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

(b) Requirements.

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

(End of Text)

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

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

(End of Text)

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SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED IN FULL TEXT:

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

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

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PEO-LCS (PMS495).

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.



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SECTION E INSPECTION AND ACCEPTANCE

*Note that Inspection and Acceptance of services and deliverables will be performed by the Contracting Officer's Representative (COR) or a designated representative of the Government unless otherwise specified and will be in accordance with the Government Quality Assurance Surveillance Plan (QASP) and Performance Objectives, Standards and Acceptable Quality Level (AQL) in Performance Work Statement (PWS) para.10.0 and 10.1 as applicable. 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: <https://www.cpars.gov/>

All deliverables shall be FOB Destination.

CLAUSES INCORPORATED BY REFERENCE

- 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001)**
- 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)**

CLAUSES INCORPORATED IN FULL TEXT

HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) - CLIN 7000-7003, 9000-9003. Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

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

For all 7000 and 9000 series CLINs/SLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	6/16/2015 - 6/15/2016
7001	6/16/2016 - 6/15/2017
9000	6/16/2015 - 6/15/2016
9001	6/16/2016 - 6/15/2017

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

The estimated BASE period of performance is as follows:

BASE

7000 From Effective date through 12 months thereafter

9000 From Effective date through 12 months thereafter

The estimated period of performance for the OPTION's are as follows:

OPTION 1

7001 Exercise of Option 1 through 12 months thereafter

9001 Exercise of Option 1 through 12 months thereafter

OPTION 2

7002 Exercise of Option 2 through 12 months thereafter

9002 Exercise of Option 2 through 12 months thereafter

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor's facility, Naval Surface Warfare Center Panama City Division (NSWC-PCD) or travel location. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award and shall continue for a period of one year. The order may continue for up to two (2) additional years if the options are exercised.

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The period of performance, for the options are from the date the option is exercised through twelve (12) months thereafter.

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

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

HQ F-2-0004 DELIVERY LANGUAGE FOR F.O.B. DESTINATION

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the Shipping Instruction Data, attached hereto. The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP-WORK ORDER AUG 1989 (ALTERNATE I APR 1984)

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SECTION G CONTRACT ADMINISTRATION DATA

TYPE OF ORDER

This task order is predominately Cost Plus Fixed Fee (CPFF), with CLINS (for Labor and Other Direct Costs (ODCs)). The Contractor shall devote the specified level of effort for the time period(s) stated in Section F and H as applicable.

CLAUSES INCORPORATED BY REFERENCE:

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)
252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)
252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT

CLAUSES INCORPORATED IN FULL TEXT:

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

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

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

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

SOURCE/SOURCE

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A
Inspect By DoDAAC	N61331
Ship to Code	N61331 (<i>invoice purposes only</i>)
Ship from Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	LEAVE BLANK
Accept at Other (DoDAAC)	N61331
LPO DoDAAC	LEAVE BLANK
DCAA Auditor	HAA47B
Other DoDAAC's	LEAVE BLANK

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

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

brett.thach@navy.mil

Carmen.Decker@navy.mil

g) WAWF point of contact.

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

NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil

NSWC PCD WAWF Point of Contact (POC): nswcpcd_vendorpay@navy.mil

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

HQ-G-0002 CONTRACT ADMINISTRATION DATA

Contractor Points of Contact (CPOC):

Deborah Bosley
(757)-424-5793 Ext. 2321

Procuring Contracting Officer:

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Joan R. Troutman, Code 022
110 Vernon Avenue
Panama City, Florida 32407
joan.troutman@navy.mil; (850) 235-5845

Contract Specialist:

Carmen M. Decker, Code 022
110 Vernon Avenue
Panama City, Florida 32407
carmen.decker@navy.mil; (850) 230-7342

Ombudsman

Gerald Sorrell
110 Vernon Avenue
Panama City, Florida 32407
gerald.sorrell@navy.mil ; 850-235-5328

NSWC, PCD Technical Points of Contact:

Byron Matthews
Byron.matthews@navy.mil
(850) 235-5693

Contracting Officer's Representative:

Brett Thach
brett.thach@navy.mil
(850) 235-5594

Defense Contract Management Agency (DCMA):

DCMA Manassas, Code S2404A
14501 George Carter Way
Chantilly VA 20151

Defense Finance and Accounting Services (DFAS):

DFAS Columbus Center, South Entitlement Operations, Code HQ0338
P.O. Box 182264
Columbus OH 43218-2264

The government reserves the right to unilaterally change the points of contact at any time.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE:

CONTRACTING OFFICER'S REPRESENTATIVE (COR) :

ATTN: BRETT THACH
NAVAL SURFACE WARFARE CENTER
110 VERNON AVENUE
PANAMA CITY BEACH, FL. 32407
Telephone No: (850) 235-5693
Email Address: brett.thach@navy.mil

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

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1)
(NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification

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citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

XXX (2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently un-liquidated for each ACRN.

(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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

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(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently un-liquidated for each ACRN.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions-

- (i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and
- (ii) Are agreed to by the payment office and the contract administration office.

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.

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.

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 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

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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	130049428900001	██████████
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002844774		
900001	130049428900002	██████████
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002844774		

BASE Funding ██████████
Cumulative Funding ██████████

MOD 01 Funding ██████████
Cumulative Funding ██████████

MOD 02

700002	130054054000001	██████████
LLA :		
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003199629		

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900002 130054054000002 [REDACTED]
LLA :
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003199629

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

700003 130054854500001 [REDACTED]
LLA :
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003266045

900003 130054854500002 [REDACTED]
LLA :
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003266045

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

700101 130057363400001 [REDACTED]
LLA :
AD 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003460487

900101 130057363400002 [REDACTED]
LLA :
AD 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003460487

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

700102 130060849500001 [REDACTED]
LLA :
AE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003714208

700103 130060849400001 [REDACTED]
LLA :
AF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003713958

700104 130060854500001 [REDACTED]
LLA :
AG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003714077

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

(End of Text)

CHANGES IN KEY PERSONNEL

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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(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.

BASIC CONTRACT CLAUSES

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

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:

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
7000	██████████	██████████	
7001	██████████	██████████	
9001	██████████	████	

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(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.

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SECTION I CONTRACT CLAUSES

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

NOTE: REGARDING 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), TEAMING ARRANGEMENTS WITH ANY FIRM NOT INCLUDED IN THE CONTRACTOR'S BASIC IDIQ CONTRACT MUST BE SUBMITTED TO THE BASIC MAC CONTRACTING OFFICER FOR APPROVAL. ADDITIONS AFTER TASK ORDER AWARD MUST BE APPROVED BY THE TASK ORDER CONTRACTING OFFICER.

CLAUSES INCORPORATED BY REFERENCE

FAR 52.204-2 -- SECURITY REQUIREMENTS (AUG 1996) (APPLICABLE IF KTR WILL REQUIRE ACCESS TO CLASSIFIED INFO)

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

FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

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

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

FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)

FAR 52.216-8- FIXED FEE (JUNE 2011)

FAR 52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)

FAR 52.219-6 -- NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

FAR 52.219-8 -- UTILIZATION OF SMALL BUSINESS CONCERNS.

FAR 52.219-9 -- SMALL BUSINESS SUBCONTRACTING PLAN

FAR 52.219-14 -- LIMITATIONS ON SUBCONTRACTING (NOV 2011)

FAR 52.219-16-- LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN

FAR 52.219-28--POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION

FAR 52.222-2 - PAYMENT FOR OVERTIME PREMIUMS

FAR 52.222-17 -- NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014)

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

FAR 52.222-55 - MINIMUM WAGED UNDER EXECUTIVE ORDER 13658 (DEC 2014)

FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

FAR 52.227-1 -- AUTHORIZATION AND CONSENT (DEC 2007)

FAR 52.227-2 -- NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC2007)

FAR 52.227 -11 --PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007)

FAR 52.232-22 - LIMITATION OF FUNDS

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FAR 52.244-2 -- SUBCONTRACTS ALT I (JUNE 2007)

**DFARS 252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE CENTRAL COMMAND THEATER OF OPERATIONS (MARCH 2015)
(DEVIATION 2015-00013)**

DFARS 252.227-7039 PATENTS—REPORTING OF SUBJECT INVENTIONS.

DFARS 252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (FEB 2012)

DFARS 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

DFARS 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS - COMPUTER SOFTWARE (SEP 2011)

DFARS 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT - TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)

DFARS 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2012)

DFARS 252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

CLAUSES INCORPORATED IN FULL TEXT

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 30 CALENDAR DAYS.

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

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(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 36 MONTHS.

(END OF CLAUSE)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES.

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) IN COMPLIANCE WITH THE SERVICE CONTRACT LABOR STANDARDS STATUTE AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEES EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYABLE TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

**THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION EMPLOYEE CLASS MONETARY WAGE—FRINGE BENEFITS**

(END OF CLAUSE)

252.222-7006 -- RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 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 COMMERCIALY 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 THERE UNDER.”

(B) THE CONTRACTOR --

(1) AGREES NOT TO –

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(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, THAT IT REQUIRES EACH COVERED SUBCONTRACTOR TO AGREE NOT TO ENTER INTO, AND NOT TO TAKE ANY ACTION TO ENFORCE, ANY PROVISION OF ANY EXISTING 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 222.7404.
(END OF CLAUSE)**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES & PROVISIONS: [HTTP://FARSITE.HILL.AF.MIL/VFFARA.HTM](http://farsite.hill.af.mil/vffara.htm)

DFARS CLAUSES & PROVISIONS: [HTTP://FARSITE.HILL.AF.MIL/VFDFARA.HTM](http://farsite.hill.af.mil/vfdfara.htm)

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SECTION J LIST OF ATTACHMENTS

Attachment #	File Description	Pages	Date
J.1	Key Personnel	1	06/26/2015
J.2	DOL Wage Determination 2005-3007 for Bay County	9	22 December 2014
J.3	COR Appt. Letter	4	05/13/2015

Exhibit A_ - Contract Data Requirements List (CDRLS)_21 April2015