

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 25-Oct-2016	4. REQUISITION/PURCHASE REQ. NO. 1300590164	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas	CODE S2404A

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

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-HR17 10B. DATED (SEE ITEM 13) 10-Aug-2015
CAGE CODE 0WWV3 FACILITY CODE	<input checked="" type="checkbox"/>

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:
[X]	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) - Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Deborah Bosley, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Deborah Bosley <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED 27-Oct-2016	16C. DATE SIGNED 27-Oct-2016

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is as follows:

The Government has determined that the funding provided under CLIN/SLIN 910002, to support the SEAL Delivery Vehicle (SDV) program for the amount of \$30,000.00, is no longer needed under this Task Order. As a result, the funding for ODC CLIN/SLIN 910002 has decreased from \$30,000 by \$30,000 to \$0.00.

In consideration of this modification agreeing to the deobligation of funds as cited herein, the Contractor releases the Government from any and all liability under this Task Order regarding further funding of CLIN/SLIN 910002.

Accordingly, said Task Order is modified as follows:

CLIN 9001	FROM (\$)	BY (\$)	TO (\$)
Funded ODC	\$91,000.00	(\$30,000.00)	\$61,000.00
Task Order	FROM (\$)	BY (\$)	TO (\$)
Funded Labor	2,947,971.34	-	2,947,971.34
Funded Fee	202,361.29	-	202,361.29
Funded ODC	143,048.00	(\$30,000.00)	113,048.00
Total Funded	3,293,380.63	(30,000.00)	3,263,380.63

The FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$3,263,380.63** which includes a fixed fee of [REDACTED] is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds.

The amount of **\$3,263,380.63** 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 Government is not obligated to reimburse the contractor for cost incurred in excess of the funded amount. Except as provided by this modification, all terms and conditions of this task order remain unchanged and in full force and effect.

All other Task Order terms and conditions remain the same.

The conformed Task Order is contained in EDA and the Seaport-E portal. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total amount of funds obligated to the task is hereby decreased from \$3,293,380.63 by \$30,000.00 to \$3,263,380.63.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
910002	WCF	30,000.00	(30,000.00)	0.00

The total value of the order is hereby increased from \$8,603,942.79 by \$0.00 to \$8,603,942.79.

The Period of Performance for CLINs 7100 and 9100 is from 10 August 2016 through 9 August 2017.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 1 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 1) LABOR: See Section B, Notes A & D. Non-Personal Services necessary to provide Logistics and Technical Support for NAVAIR and NAVSEA Systems Support in accordance with the Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD 1423-2 and any other attachment contained in Section J. (CPFF) (Fund Type - TBD)	79706.0	LH			\$4,124,196.44
700001	R425	Incremental funding in the amount of \$50,000. (SCN)					
700003	R425	Incremental funding in the amount of \$12,000. PR#1300525157, Ref. TI-081500 (RDT&E)					
700004	R425	Incremental funding in the amount of \$667,952. PR#1300522291, Ref. TI-011500 (O&MN,N)					
700005	R425	Incremental funding in the amount of \$75,000. PR#1300530454, Ref TI-0715. 10 U.S.C. 2410(a) authority is hereby invoked. (O&MN,N)					
700006	R425	Incremental funding in the amount of \$59,400. PR#1300529373, Ref. TI-0415 (FMS)					
700007	R425	Incremental funding in the amount of \$16,200. PR#1300529297, Ref. TI-0615 (FMS)					
700008	R425	Incremental funding in the amount of \$116,250. PR#1300530353, Ref. TI-1015 (WCF)					
700009	R425	Incremental funding in the amount of \$50,400. PR#1300529377, Ref. TI-0515 (FMS)					
700010	R425	Incremental funding in the amount of \$78,000. PR#1300538240, Ref. TI-0116 (RDT&E)					

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700011	R425	Incremental funding in the amount of \$10,000. PR#1300538280, Ref. TI-0316 (WCF)					
700012	R425	Incremental funding in the amount of \$125,000. PR#1300541873, Ref. TI-0215-Rev2 (WCF)					
700013	R425	Incremental funding in the amount of \$60,500. PR#1300542041, Ref. TI-0216 (WCF)					
700014	R425	Incremental funding in the amount of \$9,000. PR#1300555063, Ref. TI-0516 (WCF)					
700015	R425	Incremental funding in the amount of \$48,600. PR#1300554991, Ref. TI-0716 (WCF)					
700016	R425	Incremental funding in the amount of \$31,387. PR#1300555064, Ref. TI-0416 (WCF)					
700017	R425	Incremental funding in the amount of \$75,000. PR#1300556023, Ref. TI-0215-03 (WCF)					
700018	R425	Incremental funding in the amount of \$41,645. PR#1300555064. (O&MN,N)					
700019	R425	Incremental funding in the amount of \$50,000. PR#1300566609, Ref. TI-0916. (O&MN,N)					
700020	R425	Incremental funding in the amount of \$80,000. PR#1300567376, Ref. TI-1016. (O&MN,N)					
700021	R425	Incremental funding in the amount of \$20,000. PR#1300567375, Ref. TI-0816. (O&MN,N)					
700022	R425	Incremental funding in the amount of \$18,000. PR#1300569461, Ref. TI-1116. (FMS)					
700023	R425	Incremental funding in the amount of \$18,000. PR#1300569461, Ref. TI-1116. (FMS)					
700024	R425	Incremental funding in the amount of \$57,664 PR#1300570133, Ref. TI-041601. (O&MN,N)					
700025	R425	Incremental funding in the amount of \$43,189 PR#1300573198, Ref. TI-041601. (O&MN,N)					

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700026	R425	Incremental funding in the amount of \$15,500 PR#1300573271, Ref. TI-121600 (WCF)					
700027	R425	Incremental funding in the amount of \$35,000 PR#1300582413, Ref. TI-091601 (WCF)					
700028	R425	Incremental funding in the amount of \$10,000 PR#1300582981, Ref. TI-061600 (WCF)					
700029	R425	Incremental funding in the amount of \$49,456.63 PR#1300583747, Ref. TI-101601 (WCF)					
7100	R425	OPTION 1 (YEAR 2) LABOR: See Section B, Notes A, B & D. Non-Personal Services necessary to provide Logistics and Technical Support for NAVAIR and NAVSEA Systems Support in accordance with the Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD 1423-2 and any other attachment contained in Section J. (CPFF) (Fund Type - TBD)	79706.0	LH			\$4,180,156.91
710001	R425	Incremental Funding of \$40,000. Ref PR#1300586938. (WCF)					
710002	R425	Incremental Funding of \$270,000 Ref PR#1300590164. (WCF)					
710003	R425	Incremental Funding of \$159,000 Ref PR#1300590975. 10 U.S.C. 2410a Authority is being Invoked (WCF)					
710004	R425	Incremental Funding of \$50,000 Ref PR#1300592106. 10 U.S.C. 2410a Authority is being Invoked. (WCF)					
710005	R425	Incremental Funding of \$52,000 Ref PR#1300592400. 10 U.S.C. 2410a Authority is being Invoked. (WCF)					
710006	R425	Incremental Funding of \$81,570 Ref PR#1300592783. 10 U.S.C. 2410a Authority is being Invoked. (O&MN,N)					
710007	R425	Incremental Funding of \$189,800 Ref PR#1300594652. 10 U.S.C. 2410a Authority is being Invoked.					

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 4 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
710008	R425	Incremental Funding of \$45,000 Ref PR#1300596796. (WCF)					
710009	R425	Incremental Funding of \$85,000 Ref PR#1300597176. 10 U.S.C. 2410a Authority is being Invoked. (WCF)					
710010	R425	Incremental Funding of \$50,000 Ref PR#1300598361. (WCF)					
710011	R425	Incremental Funding of \$29,019.00 Ref PR#1300593002. 10 U.S.C. 2410a Authority is being invoked. (SCN)					
710012	R425	Incremental Funding of \$12,000 Ref PR#1300599024. Ref TI-040110 (WCF)					
710013	R425	Incremental Funding of \$63,000 Ref PR#1300597262. 10 U.S.C. 2410a Authority is being invoked. (O&MN,N)					
710014	R425	Incremental Funding of \$39,600 Ref PR#1300600261. (Fund Type - TBD)					
710015	R425	Incremental Funding of \$61,200 Ref PR#1300600020. (Fund Type - TBD)					
7200	R425	OPTION 2 (YEAR 3) LABOR: See Section B, Notes A, B & D. Non-Personal Services necessary to provide Logistics and Technical Support for NAVAIR and NAVSEA Systems Support in accordance with the Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD 1423-2 and any other attachment contained in Section J. (CPFF) (Fund Type - TBD)	79706.0	LH			\$4,238,558.32
		Option					
7300	R425	OPTION 3 (YEAR 4) LABOR: See Section B, Notes A, B & D. Non-Personal Services necessary to provide Logistics and Technical Support for NAVAIR and NAVSEA Systems Support in accordance with the Performance Work Statement contained in	79706.0	LH			\$4,297,730.26

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 5 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Section C, Contract Data Requirements List (CDRL), DD 1423-2 and any other attachment contained in Section J. (CPFF) (Fund Type - TBD) Option					
7400	R425	OPTION 4 (YEAR 5) LABOR: See Section B, Notes A, B & D. Non-Personal Services necessary to provide Logistics and Technical Support for NAVAIR and NAVSEA Systems Support in accordance with the Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD 1423-2 and any other attachment contained in Section J. (CPFF) (Fund Type - TBD) Option	79706.0	LH			\$4,359,026.49

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE (YEAR 1) ODC: See section B, Notes C & D. Other Direct Costs (ODC) in support of CLIN 7000. (Fund Type - TBD)	1.0	LO	\$147,218.40
900001	R425	Incremental funding in the amount of \$10,000.00. (SCN)			
900002	R425	Incremental funding in the amount of \$32,048.00 PR#1300522291, Ref. TI-011500 (O&MN,N)			
900003	R425	Incremental funding in the amount of \$10,000.00 PR#1300538240, Ref. TI-0116 (RDT&E)			
900004	R425	Deobligated via modification #06. (WCF)			
9100	R425	OPTION 1 (YEAR 2) ODC: See section B, Notes B, C & D. Other Direct Costs (ODC) in support of CLIN 7100. (Fund Type - TBD)	1.0	LO	\$152,371.04
910001	R425	Incremental funding for \$20,000. Ref PR#1300586938 (WCF)			
910002	R425	Funding de-obligation from \$30,000 by \$30,000 to \$0.00 Ref PR#1300590164. (WCF)			
910003	R425	Incremental Funding of \$25,500 Ref PR#1300592106. 10 U.S.C. 2410a Authority is being Invoked. (WCF)			
910004	R425	Incremental Funding of \$500 Ref PR#1300592400. 10 U.S.C. 2410a Authority is being Invoked. (WCF)			
910005	R425	Incremental Funding of \$5,000 Ref PR#1300566796. (WCF)			
910006	R425	Incremental Funding of \$10,000 Ref PR#1300597176. (WCF)			

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 6 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R425	OPTION 2 (YEAR 3) ODC: See section B, Notes B, C & D. Other Direct Costs (ODC) in support of CLIN 7200. (Fund Type - TBD) Option	1.0	LO	\$157,703.36
9300	R425	OPTION 3 (YEAR 4) ODC: See section B, Notes B, C & D. Other Direct Costs (ODC) in support of CLIN 7300. (Fund Type - TBD) Option	1.0	LO	\$163,223.47
9400	R425	OPTION 4 (YEAR 5) ODC: See section B, Notes B, C & D. Other Direct Costs (ODC) in support of CLIN 7400. (Fund Type - TBD) Option	1.0	LO	\$168,936.01

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (CLINs 7000, 7100, 7200, 7300, 7400)

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 each successful Offeror. Subcontractor labor costs shall be billed under these line items.

NOTE B: OPTION (CLINs 7100, 7200, 7300, 7400, 9100, 9200, 9300, 9400)

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

NOTE C: OTHER DIRECT COSTS (ODCs)

These items are non-fee bearing CLINs (9000 series) and shall be priced as cost-only. Non-fee bearing refers to fee or profit, not to 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. For CLINs and SLINs annotating Note D, 10 U.S.C 2410(a) Authority applies which authorizes the 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.

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 7 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 PAYMENT OF FEE(S) (LEVEL OF EFFORT- Alternate 1) (NAVSEA) (MAY 2010)
(Applicable to Labor CLINs in 7000, 7100, 7200 series)**

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (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 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) (NAVSEA) (FEB 1997)

CONTRACT LINE ITEM (CLIN) TYPE

CLIN 7000	CPFF
CLIN 7100	CPFF
CLIN 7200	CPFF
CLIN 7300	CPFF
CLIN 7400	CPFF
CLIN 9000	COST
CLIN 9100	COST
CLIN 9200	COST
CLIN 9300	COST
CLIN 9400	COST

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 8 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR LOGISTICS AND TECHNICAL SUPPORT FOR NAVAIR AND NAVSEA SYSTEMS

15 July 2014

1.0 SCOPE

This Performance Work Statement (PWS) defines the overall requirements for providing logistics and technical support services for a complex array of systems and Integrated Logistics Support (ILS) documentation supported by the Naval Surface Warfare Center Panama City Division (NSWC PCD). These support services include logistics and technical related support of Littoral Combat Systems for Naval Air Systems Command (NAVAIR) and Naval Sea Systems Command (NAVSEA) systems supported at NSWC PCD. The contractor shall provide personnel to perform a variety of support tasks including; logistics, Test & Evaluation Support, Support Equipment (SE) maintenance and management, programmatic support, training materials development, and technical documentation support.

1.1 Acronyms

AIM	Authoring Instructional Media
AIT	Alteration Installation Team
AMCM	Airborne Mine Countermeasures
AMPS	Afloat Master Planning System
APL	Allowance Parts List
ASSIST	Acquisition Streamlining and Standardization Information System
CAC	Common Access Card
CBT	Computer Based Training
CDM	Configuration Data Manager
CDMD – OA	Configuration Data Managers Data Base – Open Architecture
COMNAVNETWARCOM	Commander Naval Network Warfare Command
COMPACFLT	Commander U.S. Pacific Fleet
COP	Configuration Overhaul Planning
COR	Contracting Officer Representative
CT	Contractor Testing
DMSMS	Diminishing Manufacturing Sources and Material Shortages
DT	Demonstration Testing
FMECA	Failure Mode Effects and Criticality Analysis
FMS	Foreign Military Sales
FRD	Facilities Requirements Document
GFI	Government Furnished Information
IDE	Integrated Data Environment
IETM	Interactive Electronic Technical Manual
ILS	Integrated Logistics Support
ILSMT	ILS Management Team
IPR	In Process Review
IPT	Integrated Product Team
ISC	Installation Status Code
ISIC	Immediate Superior in Command
LCSF	Life Cycle Support Facility
LMI	Logistics Management Information
LORA	Level of Repair Analysis
MIW	Mine Warfare
MOD WIN	Modernization Window
MRC	Maintenance Requirement Cards
NATEC	Naval Air Technical Data and Engineering Service Command
NAVAIR	Naval Air Systems Command

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 9 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

NAVSEA	Naval Sea Systems Command
NDE	Navy Data Environment
NM	Navy Modernization
NSWC PCD	Naval Surface Warfare Center Panama City Division
NTSP	Navy Training Systems Plan
NWP	Naval Warfare Publications
OA	Operational Assessments
OASIS	Organic Airborne and Surface Mine Influence Sweep
ORCA	Organic Cable Reeling Assembly
OT	Operational Testing
PAFOS	Provisioning Allowance and Fitting-Out Support
PMRM	Periodic Maintenance Requirements Manual
PSD	Program Support Data
PTD	Provisioning Technical Documentation
PWS	Performance Work Statement
QPR	Quarterly Program Reviews
RMMCO	Regional Maintenance & Modernization Coordination Office
RT	Record Type
SAR	Ship Alteration Record
SCD	Ship/System Change Documents
SCLISIS	Ships Configuration and Logistic Information Support
SE	Support Equipment
SERD	Support Equipment Recommendation Data
SORCOM	Sharable Content Object Reference Model
SSMP	Supply Support Management Plan
SURFOR	Commander, Naval Surface Forces
TCD	Target Completion Date
TD	Technical Directives
T&E	Test and Evaluation
TM	Technical Manual
TS	Technical Specification
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. Unless otherwise stated, the contractor will be provided access to these documents via Acquisition Streamlining and Standardization Information System (ASSIST) (<http://assist.daps.dla.mil/quicksearch/>). Specific Technical Manuals (TM), Maintenance Requirement Cards (MRCs), and Technical Directives (TDs) are available at the Naval Air Technical Data and Engineering Service Command (NATEC) website <https://www.natec.navy.mil/>, Technical Data Management Information System (TDMIS) <https://mercury.tdmis.navy.mil/>, or Naval Logistics Technical Data (NAVLOGTD) Repository <https://navlogtd.navsses.navy.mil/>.

2.1 Military Standards

- a) MIL-STD-31000A, Technical Data Packages, 26 FEB 2013
- b) MIL-STD-3001 Series, Preparation of Digital Technical Information, 10 OCT 2014

2.2 Military Specifications

- a) TS 9090-700D, Configuration and Logistic Information Support (SCLISIS), OCT 2006
- b) TS 9090-310F, Alterations to Ships Accomplished By Alteration Installation Teams, 01 JUN 2011

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 10 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- c) TS 9090-1500, Provisioning Allowance and Fitting-Out Support (PAFOS), FEB 2010
- d) MIL-DTL-24784C, Technical Manuals, General Acquisition and Development Requirements, General Specification for, 03 NOV 2007

2.3 Other Documents

- a) NSWC Panama City S1000D, Business Rules, 15 DEC 2008
- b) ASME Y14.100, Engineering Drawing Practices, 30 JUL 2013
- c) NAVAIR 00-80T-96, Basic Handling & Safety Manual, US Navy Support Equipment Common,01 JUL 2001
- d) ASME Y14.100, Non-Commercial Drawing Practices Appendix B, 30 JUL 2013
- e) ASME Y14.100, Drawing Titles Appendix C, 30 JUL 2013
- f) ASME Y14.100, Numbering, Coding and Identification Appendix D, 30 JUL 2013
- g) ASME Y14.100, Markings on Engineering Drawings Appendix E, 30 JUL 2013
- h). ASME Y14.24, Types and Applications Of Engineering Drawings, 05 APR 2013
- i) Y14.35M, Revision of Engineering Drawings and Associated Lists, 29 AUG 2014
- j) Y14.34M, Associated Lists, 29 AUG 2014
- k) Defense Federal Acquisition Regulation, 13 NOV 2014
- l) SAE GEIA-STD-0007B, Logistics Product Data, 01 MAY 2013

3.0 REQUIREMENTS

3.1 Logistics Support

The Contractor shall provide logistics support/services. The Contractor may utilize Notice 1 Acquisition Logistics and SAE GEIA-STD-0007B, Logistics Product Data, 01 MAY 2013 as guidance.

3.1.1 Provisioning Support

The Contractor shall continuously evaluate the effectiveness of implemented logistics support, updating the ILS Plans, Level of Repair Analysis (LORA), and other ILS documentation. The Contractor shall evaluate the effectiveness of implemented provisioning support using established reporting systems to determine whether equipment is properly supported to meet its operational requirements, maintain the Supply Support Management Plan (SSMP), and support preparation of Program Support Data (PSD) sheets as required, evaluate provisioning support problems and recommend provisioning changes, and provide technical support for supply system procurement actions. The Contractor shall evaluate the effectiveness of implemented maintenance plans using established reporting systems to determine whether equipment is properly supported to meet its maintainability and reliability requirements; ensure documentation (TM, MRCs, repair standards, specifications, test procedures, etc.) remains technically accurate and adequate to accomplish maintenance; support the demilitarization and disposal of equipment; and develop recommendations for the establishment or improvement of facilities, documentation, SE, training, and manning to assure continuing fleet support. (CDRL A001)

3.1.2 Material Purchases Support

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchase orders which total more than \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. Purchases for like items shall not be split to avoid this approval requirement. The purchase request shall be itemized and contain the cost or price

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 11 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Activity shall be documented in the monthly progress report. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the 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 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.

3.1.3 ILS Support

The Contractor shall develop, update and/or provide comments on the following logistics products provided as GFI (CDRL A002):

- Support Equipment Recommendation Data (SERD) Summary
- Periodic Maintenance Requirements Manual (PMRM)
- LMI summaries
- LORA
- Facilities Requirements Document (FRD)
- Failure Mode Effects and Criticality Analysis (FMECA)
- Provisioning Technical Documentation (PTD) and Supply Support
- Unique Identification (UID) Implementation Plan
- Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan
- Maintenance Plans

3.1.4 Life-Cycle Sustainment Plans

The Contractor shall provide assistance to NSWC PCD in the development of a Mine Warfare (MIW) systems Life Cycle Sustainment Facility plan and support development of MIW Sustainment Plans for MIW systems. The Contractor shall develop and provide comprehensive MIW Sustainment Plans compiled from a variety of sources. The contractor shall maintain and host an Integrated Data Environment (IDE) to allow for collaborative viewing, posting, and storing of MIW documents applicable to the MIW Sustainment Plans. (CDRL A002)

3.1.5 Life Cycle Sustainment Center (LCSC) Planning

The contractor shall support the Government in drafting planning document(s) that identifies requirements, candidate facility spaces, and near/far-term options for implementing the MIW LCSC capability. The contractor shall develop presentation materials depicting the MIW Life Cycle Support Facility (LCSF) concept and plans in a format approved by the NSWC PCD point of contact. The concepts and plans shall consist of the following:

- Overall LCSC capability for all MIW systems.
- Identification of MIW systems facility requirements and candidate facility spaces.
- A preliminary LCSC options tradeoff study.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 12 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- A preliminary LCSC Tactical Implementation Plan.
- LCSC options tradeoff study.

During the development of the planning document, the contractor shall conduct informal in-process reviews with NSWPCD personnel to discuss progress and direction of the LCSC. (CDRL A002)

3.1.6 Configuration Management

The Contractor shall support configuration management practices by updating the Configuration Management program and maintaining Configuration Status Accounting reports to ensure control of the hardware, computer program(s), and technical documentation baselines. The Contractor shall use CMPro as the configuration management tool unless specified otherwise by the Government. The Contractor shall maintain an online technical library and library services for collecting, storing, retrieving, distributing and accounting for technical data. The access to the online library shall be Common Access Card (CAC) enabled logins. The Contractor shall support development of Ship/System Change Documents (SCD) and the associated analyses. The Contractor shall assist in processing the SCD package through the SHIPMAIN process. (CDRL A002)

3.1.6.1 Foreign Military Sales (FMS) Configuration Management

The Contractor shall assist with the management of configuration, alteration, and logistics data for Foreign Military Sales (FMS) assets assigned to NSWPCD FMS Configuration Data Manager (CDM). Maintenance of the configuration, alteration, and logistic data in the Configuration Data Managers Data Base – Open Architecture (CDMD OA) will be accomplished in accordance with Ships Configuration and Logistic Information Support (SCLISIS) Technical Specification (T.S.) 9090-700D, and under the direction of the FMS CDM. As specified in T.S. 9090-700D, the Contractor shall maintain all data with accuracy between 95% - 100%. An integral part of managing configuration data for the FMS CDM is Configuration Status Accounting. The Contractor shall extract selected configuration data at the request of in-country personnel for the purposes of conducting validations of shipboard systems and equipment. In addition, the Contractor shall review and update CDMD-OA with the data received from these validations. The Contractor shall travel for the purposes of conducting validations, train in-country personnel in validation techniques, and attend meetings to provide status of assigned ships.

An essential part of assisting with managing configuration is the ability to plan for modernization. The Contractor shall prepare Configuration Overhaul Planning data (COP) in CDMD-OA from work files received from the various Naval Activities participating in Navy modernization, or generate work files for the purposes of providing COP to other ship class CDMs. Work files providing configuration updates shall be processed no later than 30 days from formal request by NSWPCD. The contractor shall process work files providing COP data in support of the Ship's scheduled availability. Training will be made available to the successful offeror after award for certification in CDMD OA training. The FMS CDM has a requirement to provide CDMD OA Training to personnel requiring Work file training in the Southeast region.

3.1.6.2 Alteration Installation Team (AIT) Scheduling and Management Support

- a) The Contractor shall query ship schedules in Navy Data Environment (NDE) Afloat Master Planning System (AMPS). The contractor shall review Ship Scheduled availability Dates and Modernization Windows. The contractor shall identify ships availabilities matching open dates in installation schedule and AIT's and determine if installation is outside the Target Completion Date (TCD). All information accessed will be unclassified.
- b) The Contractor shall contact Alteration Installation Team Project Manager and confirm dates. The contractor will be provided access to an external database to load ship and installation dates. The contractor shall contact the Type Commander to request installation date approval and the Port Engineer to confirm availability of installation dates. The contractor shall contact the Ship's POC for Regional Maintenance and Modernization Coordination Office (RMMCO) check-in process and to confirm dates and discuss perceived installation issues.
- c) Once approved by Government, the Contractor shall load dates of proposed install for specific ship in the NDE Navy Modernization (NM). Push dates in NDE NM to NDE AMPS. Develop Risk Form as required and submit through NDE AMPS for SPM and NAVSEA 62 approval. The contractor shall follow up by assuring the alteration has been authorized in the Fleet Commanders Authorized Baseline. The contractor shall submit TCD Offer officially requesting to install if outside the Modernization Window (MOD WIN). If outside MOD WIN, the contractor shall draft TCD offer and submit Naval Message requesting permission to install from the Ship, ISIC,

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 13 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Type Commanders, and Fleet Commanders. The contractor shall contact Immediate Superior in Command (ISIC), U.S. Pacific Fleet/Naval Surface Force Atlantic (SURFPAC/SURFLANT), Naval Surface Forces (SURFOR), and Fleet Commander U.S. Pacific Fleet (COMPACFLT) or Naval Network Warfare Command (COMNAVNETWARCOM), if response(s) are not forthcoming.

- d) The Contractor shall log into NDE CDMD-OA query ship database and develop work files for all Configuration Allowance Parts List (APLs) Record Type (RT2's) being added to the Ships Database. The contractor shall also develop work files for all logistic records (RT3's) being added to the Ships Database.
- e) The Contractor shall review work file and submit to Ships Configuration Data Manager (CDM) via NDE CDMD-OA. Log into RMMCO Website. Submit RMMCO check in form. The contractor shall provide copies of ILS Certification and Ship Alteration Record (SAR). They must be uploaded and attached to the RMMCO check-in form prior to check in.
- f) The Contractor shall fill in and complete all Installation Documentation forms specified in 9090-310E. The contractor shall mail documentation to on site representatives in San Diego or Norfolk. The contractor shall provide documentation to representative from NSWC PCD if installation is at locations other than San Diego or Norfolk.
- g) The Contractor shall, on completion of installation, verify completion of installation in RMMCO database, query CDMD-OA for installation files and create work file to provide Serial Numbers and any possible location changes to the CDM for database corrections, change Installation Status Code (ISC) to 'G' indicating installation complete, follow up to ensure work files have been updated by CDM, and log into the contracted external database and clear the installation from the "active" to "completed" status.

3.1.7 ILS Meetings

The Contractor shall attend meetings, program reviews, conferences, and other meetings as required to support Logistics Branch programs and NSWC PCD. In support of these meetings, the Contractor may be required to draft presentation packages, meeting minutes or trip reports as required. The Contractor shall provide support for the following ILS meetings (CDRL A003) (CDRL A004):

- Program Level In Process Review (IPR)
- Quarterly Program Reviews (QPR)
- ILS Management Team (ILSMT) meetings
- Training Working Group meetings
- In-Process Meetings for ETM & S1000D and Training
- Maintenance Planning Working Group

3.1.8 Shipment Support

The Contractor shall provide support in the preparation and shipment of assets. System and SE can be required at various locations, sometimes simultaneously, which necessitates the support efforts of the contractor.

3.2 Documentation Support

3.2.1 Technical Documentation

The contractor shall assist in the development and revision of technical publications and engineering drawings in accordance with MIL-STD-31000A listed in PWS paragraph 2.1, ASME specifications listed in PWS paragraph 2.3, MIL-STD-3001 Series listed in PWS paragraph 2.1, and MIL-DTL-24784C listed in PWS paragraph 2.2. The following documents are representative examples of documentation to be developed/maintained (CDRL A0005, A006):

- Naval Warfare Publications (NWP)
- OPNAV handbooks and instructions

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 14 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- NAVSEA handbooks and instructions
- Operation and Maintenance Manuals (includes IETMs)
- Engineering drawings
- NAVSEA standard drawings
- Electronic Technical Manuals (ETM)
- S1000D IETMs
- Training curriculum
- Naval Training System Plan (NTSP)

3.2.2 Interactive Electronic Technical Manual (IETM) Support

The contractor shall provide personnel with experience in XML coding requirements for electronic Technical Manual conversions as required. The Contractor shall provide personnel familiar with the content management software utilized in creating and publishing S1000D IETMs. Contractor personnel shall provide training and technical assistance as required to end users of the content management software and associated publishing software tools. (CDRL A006)

3.2.3 Training Support

3.2.3.1 The Contractor shall review and update training materials, including NTSPs, curriculum, and program documents to assess and ensure training materials meet schoolhouse requirements. The contractor shall participate in training Integrated Product Team (IPT) meetings including factory courses, formal schoolhouse curriculum development and update, factory course conduct, and pilot courses. The contractor also shall produce or provide input to briefing packages and meeting minutes. The contractor shall provide technical support to NSWC PCD in the development of training materials and in conducting training in support of Contractor Testing (CT), Demonstration Testing (DT), and Operational Testing (OT) events. (CDRL A007)

3.2.3.2 The Contractor shall update/convert existing training material to Sharable Content Object Reference Model (SCORM) compliant Computer Based Training (CBT) products as well as develop CBT products. The Contractor shall provide training personnel with experience and expertise in the Authoring Instructional Media (AIM) software. The Contractor shall develop training packages from Government supplied source data to ensure compliance with Navy requirements. (CDRL A007)

3.3 Airborne and Surface Mine Countermeasures Systems Test and Evaluation Support

3.3.1 The contractor shall provide logistics and administrative personnel to support T&E personnel during at sea and on shore testing. This will include generation of test documentation and test conduct support. Contractor personnel shall ride both small boats and large ships during testing. The support personnel will also be involved in writing and editing test plans.

3.3.2 The contractor shall provide personnel to assist in various testing events including, Demonstration Tests (DT), Contractor Test (CT) and Operational Assessments (OA), as new acquisition systems under NSWC PCD cognizance transition to In-Service assets. The contractor shall provide personnel with hands-on experience with similar systems in support of these requirements to ensure systems and associated SE is ready for fielding and transitioning to the Fleet. (CDRL A008, A009)

3.4 Programmatic Support

The Contractor shall provide personnel with experience with programmatic support requirements. The Contractor shall provide programmatic support for various levels of management, including Branch Heads, Project Engineers, ILS Managers, and Test Engineers. Requirements under this tasking will consist of maintaining program schedules;

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 15 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

preparing and updating plans (e.g. Risk Management Plans, Configuration Management Plans, Process Improvement Plans); reviewing program documents; attending IPRs and QPRs; and preparing presentation material as required. (CDRL A010)

3.5 Travel

The Contractor may be required to travel to Washington, D.C.; San Diego, CA; Ingleside, TX; Sasebo, Japan; Spain; South Korea; Greece; France; United Kingdom; Canada and other locations. The Contractor may require travel to locations other than NSWC PCD to perform maintenance on the system and SE. In the event that Contractor support is required at a location other than NSWC PCD, a minimum 24-hour notice will be given. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Procuring Contracting Officer (PCO). All travel costs will be reported in the monthly status report as well as monitored by the Contractor to ensure yearly ceiling is not exceeded. (CDRL A011) Travel expenses are limited by the Government Travel Regulations.

3.6 Progress and Financial Reporting

The contractor will track and maintain progress and financial information for efforts defined in this PWS. The format for the report will follow the Work Breakdown Structure format. The monthly status report will include such items as description of work accomplished for the reporting period, problem areas and actions taken, work planned for the next reporting period, and financial status showing reporting period with detailed accounting of funds expended by ACRN and PRT and year-to-date status. (CDRL A010)

3.7 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. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured. The status report shall be prepared in Microsoft Excel format and emailed as a separate attachment. (CDRL A011)

3.8 Navy Enterprise Resource Planning (NERP) Access

(a) Upon request from the COR, Contractor personnel limited access to the NERP System may be required. Prior to accessing any NERP System, Contractor personnel shall contact the applicable Navy Marine Corps Intranet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website. Once an NMCI account has been established, the Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping Point of Contact (POC), identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) The Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required to maintain access to required systems.

(c) For DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html>. DIRECTIONS: On the right side under "IA Training:" select "Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

(d) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC).

3.9 Overtime

Oversight of Contractor overtime shall be performed by the COR. Overtime shall be in accordance with FAR

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 16 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

52.222-2 Payment For Overtime Premiums. All overtime requests shall be submitted for approval to the Procuring Contracting Officer (PCO) and COR.

3.10 Place of Performance, Work Hours and Government Provided Space

The services for this Task may be performed at the Contractor's Facility, Government's Facility or travel location. The Government's facility location is:

Naval Surface Warfare Center - Panama City Division
110 Vernon Avenue
Panama City, Fl. 32407-7001

The Government will provide office space for up to five (5) contractor personnel with Navy Marine Corps Intranet (NMCI) enabled Laptop/computer, monitor and telephone, per each contractor, and one fax machine under this order. The Government will supply all consumable materials such as paper, printer cartridges, as well as all equipment and support equipment peculiar and common, as needed to execute the PWS.

The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR), no later than 3 business days after the effective date of award. Specific locations will be provided at time of award of the task order. The space provided will be identified as to the company name and individual contractor employee name.

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).

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

Government Furnished Information (GFI) in the form of drawings, documentation, and logistics documentation may be provided to the contractor throughout the contract period of performance. All GFI shall be returned to NSWC PCD within 10 days after completion of the Task Order unless otherwise directed by the Contracting Officer in writing. 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.

5.0 DELIVERABLES

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 of award (base year) to twelve months from effective date of award. There are four option periods of twelve months each for a total contract period of performance of five (5) years. See Section F.

7.0 SECURITY

Performance under this contract will require the contractor to access CLASSIFIED information up to and including SECRET. Documents generated under this contract will be UNCLASSIFIED. Provisions of the attached DD Form 254 (Attachment J.1) apply.

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 17 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

(1) 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).

(2) It is recognized that adequate security will vary depending on the nature and sensitivity of the information on

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 18 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 19 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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;
- 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 (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

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

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

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 20 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:
<https://www.cpars.gov/>.

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.

<u>Work Area</u>	<u>Performance Objective</u>	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) Paragraph 3.1.1 Provisioning Support	Continuously evaluate the effectiveness of implemented logistics support, updating the ILS Plans, Level of Repair Analysis (LORA), and other ILS 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 21 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

<u>Work Area</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>
PWS Paragraph 3.1.2 Material Purchase Support	Provide material procurement support of small parts, tools and other associated components needed to support NSW PCD development and test and evaluation activities.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.3 ILS Support	Develop, update and/or provide comments on logistics products provided as GFI	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 Life Cycle Sustainment Plans	Provide assistance to NSW PCD in the development of a Mine Warfare (MIW) systems Life Cycle Sustainment Facility plan and support development of MIW Sustainment Plans for MIW systems.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.5 Life Cycle Sustainment Center (LCSC) Planning	Develop planning document that identifies requirements, candidate facility spaces, and near/far-term options for implementing the MIW LCSC capability. Develop presentation materials depicting the MIW Life Cycle Support Facility (LCSF) concept and plans.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.6 Configuration Management	Update the Configuration Management program and maintaining Configuration Status Accounting reports to ensure control of the hardware, computer program(s), and technical documentation baselines.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.1.7 ILS Meeting Support	Attend meetings, program reviews, conferences, and other meetings; Draft presentation packages, meeting minutes or trip reports as required.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.2.1 Technical Documentation Support	Assist in the development and revision of technical publications and engineering drawings in accordance with MIL-STD-31000A, ASME specifications, MIL-STD-3001 Series, and MIL-DTL-24784C as referenced in PWS paragraph 3.2.1.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.2.2 IETM Support	Provide personnel with experience in XML coding requirements for electronic Technical Manual conversions; Provide personnel familiar with the content management software utilized in creating and publishing S1000D IETMs.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 22 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

<u>Work Area</u>	<u>Performance Objective</u>	<u>Performance Standard</u>	<u>Acceptable Quality Level (AQL)</u>
PWS Paragraph 3.2.3 Training Support	Review and update training materials, including NTSPs, curriculum, and program documents to assess and ensure training materials meet schoolhouse requirements; Participate in training Integrated Product Team (IPT) meetings; Produce or provide input to briefing packages and meeting minutes.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.3.1 Sea and Shore Testing Support	Provide T&E personnel to support at sea and on shore testing including generation of test documentation and test conduct support.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.3.2 Contractor Testing	Provide personnel to assist in various testing events including, Demonstration Tests (DT), Contractor Test (CT) and Operational Assessments (OA), as new acquisition systems.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.4 Program Support	Provide programmatic support for various levels of management, including Branch Heads, Project Engineers, ILS Managers, and Test Engineers.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.6 Progress and Financial Reporting	Track and maintain progress and financial information for efforts defined in this SOW.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

10.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 23 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 NSW PCD employees. In addition, when working on NSW 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 NSW 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.

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 NSW PCD contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.
- (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

- (1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSW 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 conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct,

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 24 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order:

(1) A copy of the proposed 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.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 ITEM(S) A0001 through A0011 - 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 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 25 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)

(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 **T15-099** dated **28 January 2015** in response to NSWC-PCD Solicitation No. N00024-14-R-3569.

(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-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)

(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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 26 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any Subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any 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 access to

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 27 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(END OF SECTION C)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 28 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor

Name of Individual Sponsor
Name of Requiring Activity
City and State

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

DISTRIBUTION LIMITATION STATEMENT

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 (FILL IN REASON) (DATE OF DETERMINATION). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, 110 VERNON AVENUE, PANAMA CITY, FLORIDA 32407-5000.

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.

(END OF SECTION D)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 29 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED IN FULL TEXT

HQ E-1-0001 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.

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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 30 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/10/2015 - 8/9/2016
7100	8/10/2016 - 8/9/2017
9000	8/10/2015 - 8/9/2016
9100	8/10/2016 - 8/9/2017

CLAUSES INCORPORATED BY FULL TEXT

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

BASE

7000	From Effective date through 12 months thereafter
9000	From Effective date through 12 months thereafter

OPTION - LABOR CLINS

7100	Exercise of option 1 through 12 months thereafter
7200	Exercise of option 2 through 12 months thereafter
7300	Exercise of option 3 through 12 months thereafter
7400	Exercise of option 4 through 12 months thereafter

OPTION - ODC CLINS

9100	Exercise of option 1 through 12 months thereafter
9200	Exercise of option 2 through 12 months thereafter
9300	Exercise of option 3 through 12 months thereafter
9400	Exercise of option 4 through 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.

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.

(END OF SECTION F)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 31 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

Wanda A. Cutchin, Code 022
110 Vernon Ave
Panama City, FL 32407-7001
850-636-6140
wanda.cutchin@navy.mil

Contract Specialist

Carmen M. Decker, Code 022
110 Vernon Ave
Panama City, FL 32407-7001
850-234-4218
carmen.decker@navy.mil

Ombudsman

Gerald Sorrell
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5328
gerald.sorrell@navy.mil

Contracting Officer Representative

Robert Oberlander, Code A34
110 Vernon Avenue
Panama City, FL 32407-7001
850-230-7388
Robert.w.oberlander@navy.mil

Defense Contract Management Agency (DCMA)

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

Defense Finance and Accounting Services (DFAS)

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

The Government reserves the right to unilaterally change the Points of Contact at any time.

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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 32 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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

(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	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	(Leave Blank)
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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 33 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Robert.W.Oberlander@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. Please send an e-mail to both POCs.

NSWC Panama City WAWF Points of Contact (POC):

Janet.Stone@navy.mil

Brian.W.Young@navy.mil

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

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

NAME: DEBORAH BOSLEY, CONTRACTS MANAGER

PHONE: (757) 424-5793

E-MAIL ADDRESS: bosleyd@tecsysint.com

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0012 OTHER PAYMENT INSTRUCTIONS (SEP 2009)

The payment office shall make payment in accordance with the contract line item numbers (CLINs), accounting classification reference numbers (ACRNs), and amounts provided on the contractor's invoices. The CLINs on this contract are funded by more than one appropriation, different projects and/or multiple customers, and these payment instructions are necessary to ensure work is accurately segregated and paid using the correct appropriation. Using one of the systemic clauses would cause one customer's funds being paid against another customer's work. The proper CLINs and ACRNs are provided to the contractor in technical instructions issued by the Procuring Contracting Officer (PCO) and monitored by the Contracting Officer's Representative (COR).

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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 34 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. 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 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.

(END OF SECTION G)

Accounting Data

SLINID	PR Number	Amount
700001	130050922500001	50000.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002946419		
900001	130050922500002	10000.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002946419		

BASE Funding 60000.00
Cumulative Funding 60000.00

MOD 01

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	HR17	14	35 of 48	

700003 130052515700001 12000.00
 LLA :
 AB 2142040 A60 FJ 62 2 705H94 RK 19 255 0 0010714911 R.001204.1 021001

700004 130052229100001 667952.00
 LLA :
 AC 1751804 8C7C 251 24VCS 0 050120 2D 000000 A00003031479

900002 130052229100002 32048.00
 LLA :
 AC 1751804 8C7C 251 24VCS 0 050120 2D 000000 A00003031479

MOD 01 Funding 712000.00
 Cumulative Funding 772000.00

MOD 02

700005 130053045400001 75000.00
 LLA :
 AD 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003099026
 10 U.S.C. 2410(a) authority is hereby invoked.

700006 130052937300001 59400.00
 LLA :
 AE 97-11X8242 2884 000 74842 0 065916 2D PATL44 315080140GPW

700007 130052929700001 16200.00
 LLA :
 AF 97-11X8242 2885 000 74852 0 065916 2D PNZC44 102580180GDK

MOD 02 Funding 150600.00
 Cumulative Funding 922600.00

MOD 03

700008 130053035300001 116250.00
 LLA :
 AG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003098466

MOD 03 Funding 116250.00
 Cumulative Funding 1038850.00

MOD 04

700009 130052937700001 50400.00
 LLA :
 AH 97-11X8242 2884 000 74842 0 065916 2D PATB44 106680390GMD

700010 130053824000001 78000.00
 LLA :
 AJ 1751319 C505 251 24VCS 0 050120 2D 000000 A00003183022

700011 130053828000001 10000.00
 LLA :
 AK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003182944

700012 130054187300001 125000.00
 LLA :
 AL 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003211326

700013 130054204100001 60500.00
 LLA :
 AM 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003212656

900003 130053824000002 10000.00
 LLA :
 AJ 1751319 C505 251 24VCS 0 050120 2D 000000 A00003183022

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 36 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 04 Funding 333900.00
Cumulative Funding 1372750.00

MOD 05

700014 130055506300001 9000.00
LLA :
AN 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003317111

700015 130055499100001 48600.00
LLA :
AP 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003316599

700016 130055506400001 31387.00
LLA :
AQ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003317333

700017 130055602300001 75000.00
LLA :
AR 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003324655

900004 130055506400002 41645.00
LLA :
AQ 97X4930 NH1D 252 77777 0 050120 2F 000000 A10003317333

MOD 05 Funding 205632.00
Cumulative Funding 1578382.00

MOD 06

900004 (41645.00)
LLA :
AQ 97X4930 NH1D 252 77777 0 050120 2F 000000

MOD 06 Funding -41645.00
Cumulative Funding 1536737.00

MOD 07

700018 130055506400002 41645.00
LLA :
AS 97X4930 NH1D 252 77777 0 050120 2F 000000 A10003317333

700019 130056660900001 50000.00
LLA :
AT 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003405050

700020 130056737600001 80000.00
LLA :
AU 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003410961

700021 130056737500001 20000.00
LLA :
AV 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003410953

700022 130056946100001 18000.00
LLA :
AW 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003428282

700023 130056946100002 18000.00
LLA :
AX 97X4930 NH1D 252 77777 0 050120 2F 000000 A10003428282

MOD 07 Funding 227645.00
Cumulative Funding 1764382.00

MOD 08

700024 130057013300001 57664.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	HR17	14	37 of 48	

LLA :
AY 1761804 8C6C 251 SH377 0 050120 2D 000000 A10003434059

700025 130057319800001 43189.00

LLA :
AZ 1761804 8C6C 251 SH377 0 050120 2D 000000 A00003458233

700026 130057327100001 15500.00

LLA :
BA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003458240

MOD 08 Funding 116353.00
Cumulative Funding 1880735.00

MOD 09

700027 130058241300001 35000.00

LLA :
BB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003517981

700028 130058298100001 10000.00

LLA :
BC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003522488

700029 130058374700001 49456.63

LLA :
BD 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003528060

MOD 09 Funding 94456.63
Cumulative Funding 1975191.63

MOD 10

710001 130058693800001 40000.00

LLA :
BE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003549577

910001 130058693800002 20000.00

LLA :
BE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003549577

MOD 10 Funding 60000.00
Cumulative Funding 2035191.63

MOD 11

710002 130059016400001 270000.00

LLA :
BF 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003569688

710003 130059097500001 159000.00

LLA :
BG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003574116
10 U.S.C. 2410a Authority is being Invoked.

710004 130059210600001 50000.00

LLA :
BH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003580666
10 U.S.C. 2410a Authority is being Invoked.

710005 130059240000001 52000.00

LLA :
BJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003582708
10 U.S.C. 2410a Authority is being Invoked.

910002 130059016400002 30000.00

LLA :
BF 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003569688

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	HR17	14	38 of 48	

910003 130059210600002 25500.00
 LLA :
 BH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003580666
 10 U.S.C. 2410a Authority is being Invoked.

910004 130059240000002 500.00
 LLA :
 BJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003582708
 10 U.S.C. 2410a Authority is being Invoked.

MOD 11 Funding 587000.00
 Cumulative Funding 2622191.63

MOD 12

710006 130059278300004 81570.00
 LLA :
 BK 1761804 8C6C 251 SH377 0 050120 2D 000000 A10003584938
 10 U.S.C. 2410a Authority is being Invoked.

710007 130059465200001 189800.00
 LLA :
 BL 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003596450
 10 U.S.C. 2410a Authority is being Invoked.

710008 130059679600001 45000.00
 LLA :
 BM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003612450

710009 130059717600001 85000.00
 LLA :
 BN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003615552
 10 U.S.C. 2410a Authority is being Invoked.

710010 130059836100001 50000.00
 LLA :
 BP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003623593

910005 130059679600002 5000.00
 LLA :
 BM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003612450

910006 130059717600002 10000.00
 LLA :
 BN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003615552
 10 U.S.C. 2410a Authority is being Invoked.

MOD 12 Funding 466370.00
 Cumulative Funding 3088561.63

MOD 13

710011 130059300200002 29019.00
 LLA :
 BQ 1741611 1576 251 SH377 0 050120 2D 000000 A10003586197
 10 U.S.C. 2410a Authority is being invoked.

710012 130059902400001 12000.00
 LLA :
 BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003628190

710013 130059726200001 63000.00
 LLA :
 BS 1761804 8C1C 251 24VCS 0 050120 2D 000000 A20003615917
 10 U.S.C. 2410a Authority is being invoked.

710014 130060026100001 39600.00
 LLA :
 BT 97-11X8242 2884 000 74842 0 065916 2D PATB44 106680480GMD

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 39 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

710015 130060002000001 61200.00
 LLA :
 BU 97-11X8242 2884 000 74842 0 065916 2D PATL44 315080180GPW

MOD 13 Funding 204819.00
 Cumulative Funding 3293380.63

MOD 14

910002 130059016400002 (30000.00)
 LLA :
 BF 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003569688

MOD 14 Funding -30000.00
 Cumulative Funding 3263380.63

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 40 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 per year, an overall of [REDACTED] total man hours of direct labor over the 5 year period of performance, 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 approximately _____ (**Offeror to fill-in**) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 41 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

*Note: PCO approval is required prior to work performed at alternative worksite(s).

(End of Text)

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 42 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

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	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
7000	██████████	██████████	
7100	██████████	██████████	
9000	52,048.00	0.00	
9100	61,000.00	0.00	

(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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 43 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 44 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

BASIC CONTRACT CLAUSES

All clauses incorporated by reference in the BASIC IDIQ contract apply to this Task Order, as applicable.

CLAUSES INCORPORATED BY REFERENCE:

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
52.204-13 System for Award Management Maintenance (Jul 2013)
52.251-1 Government Supply Sources (Apr 2012)

CLAUSES INCORPORATED BY FULL TEXT:

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule; (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 45 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(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>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VFDFARA.HTM>

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 commercially available off-the-shelf items.”

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

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

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

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 46 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

- (a) *Definition.* "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is
- (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the Naval Criminal Investigative Service (NCIS), Code 21 at commercial telephone number (202) 433-9077 or DSN: 288-9077.

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

- (a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
 - (2) The following statement:

Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
 - (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 47 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) When placing orders under non-mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the

Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number):

Government Remittance Address (include point of contact and telephone number):

(End of clause)

(END OF SECTION I)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR17	AMENDMENT/MODIFICATION NO. 14	PAGE 48 of 48	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	DATE	PAGES
J.1	DoD Contract Security Classification Specification DD Form 254	6/22/2015	4
J.2	Desired Qualifications for Key Personnel	not dated	1
J.3	COR Appointment Letter - Robert Oberlander	7/24/2015	4
Exhibit A	Contract Data Requirements List (CDRL) DD Form 1423-2	10/23/2014	12