

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
07

3. EFFECTIVE DATE
29-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
1300599966

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

6. ISSUED BY CODE

N61331

7. ADMINISTERED BY (If other than Item 6) CODE

S5111A

NSWC, PANAMA CITY
110 Vernon Avenue
Panama City FL 32407-7001
vaughn.lasater@navy.mil

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

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-HR18

10B. DATED (SEE ITEM 13)

24-May-2016

CAGE CODE
0WWV3

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
52.232-22 Limitation of Funds

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

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

SEE PAGE 2

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

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

Joan R Troutman, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Joan R Troutman

(Signature of Contracting Officer)

29-Sep-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to incorporate incremental funding in the amount of \$24,900. Accordingly, said Task Order is modified as follows:

SLIN 900007 has been incorporated into the Task Order and funded in the amount of \$20,900
SLIN 900008 has been incorporated into the Task Order and funded in the amount of \$4,000.

The period of performance for each CLIN is identified in Section F Deliverables or Performance.

The amounts presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth in NAVSEA Clause 5252.232-9104 located in Section H.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	LABOR (BASE YEAR) - See Section B, notes A&D. Non-personal services to provide AN/AQS-20A Sonar, Mine Detecting Set ISEA Engineering, Logistics, and Technical Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A; and all other Section J attachments. (Fund Type - TBD) (Fund Type - TBD)					\$1,126,422.77
700001	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked (O&MN,N)					
700002	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked (O&MN,N)					
700003	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked (RDT&E)					
700004	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked (O&MN,N)					
700005	R425	Incremental Funding. (OPN)					
700006	R425	Incremental Funding. (RDT&E)					
700007	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked (O&MN,N)					
700008	R425	Incremental Funding. (RDT&E)					
7001	R425	LABOR (OPTION 1) - See Section B, notes A, B, & D. Non-personal services to provide AN/AQS-20A Sonar, Mine Detecting Set ISEA Engineering, Logistics, and Technical Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A; and all other Section J attachments. (Fund Type - TBD) (Fund Type - TBD) Option					\$1,146,519.43

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	R425	LABOR (OPTION 2) - See Section B, notes A, B, & D. Non-personal services to provide AN/AQS-20A Sonar, Mine Detecting Set ISEA Engineering, Logistics, and Technical Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A; and all other Section J attachments. (Fund Type - TBD) (Fund Type - TBD) Option					\$1,168,542.72
7003	R425	LABOR (OPTION 3) - See Section B, notes A, B, & D. Non-personal services to provide AN/AQS-20A Sonar, Mine Detecting Set ISEA Engineering, Logistics, and Technical Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A; and all other Section J attachments. (Fund Type - TBD) (Fund Type - TBD) Option					\$1,191,287.60
7004	R425	LABOR (OPTION 4) - See Section B, notes A, B, & D. Non-personal services to provide AN/AQS-20A Sonar, Mine Detecting Set ISEA Engineering, Logistics, and Technical Support IAW the Section C, Performance Work Statement, the Contract Data Requirements List (DD Form 1423-2) Exhibit A; and all other Section J attachments. (Fund Type - TBD) (Fund Type - TBD) Option					\$1,214,867.74

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC (BASE YEAR). See Section B, Notes C & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7000. ODCs are non-fee bearing. (Fund Type - TBD) (Fund Type - TBD)	1.0	LO	\$376,740.00
900001	R425	Incremental Funding (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900002	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked. (O&MN,N)			
900003	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked. (O&MN,N)			
900004	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked. (RDT&E)			
900005	R425	Incremental Funding. 10 U.S.C. 2410A authority is invoked. (O&MN,N)			
900006	R425	Incremental Funding (RDT&E)			
900007	R425	Incremental Funding (OPN)			
900008	R425	Incremental Funding (OPN)			
9001	R425	ODC (OPTION 1). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7001. ODCs are non-fee bearing. (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	\$376,740.00
9002	R425	ODC (OPTION 2). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7002. ODCs are non-fee bearing. (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	\$376,740.00
9003	R425	ODC (OPTION 3). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7003. ODCs are non-fee bearing. (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	\$376,740.00
9004	R425	ODC (OPTION 4). See Section B, Notes B, C, & D. Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7004. ODCs are non-fee bearing. (Fund Type - TBD) (Fund Type - TBD) Option	1.0	LO	\$376,740.00

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))

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. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

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In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve 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 COSTS OR LIMITATION OF FUNDS LANGUAGE

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

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

FIXED FEE TABLE					
Section B Cost Items		Hourly Rates		Totals	
CLIN	Qty (Hrs)	Estimated Hourly Rate (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
7000	██████	██████	██████	██████	██████
7001	██████	██████	██████	██████	██████
7002	██████	██████	██████	██████	██████
7003	██████	██████	██████	██████	██████
7004	██████	██████	██████	██████	██████

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

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

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,

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Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

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

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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

This entire contract is cost type.

CONTRACT LINE ITEM (CLIN)	TYPE
7000, 7001, 7002, 7003, 7004	CPFF
9000, 9001, 9002, 9003, 9004	COST

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR

AN/AQS-20 SONAR, MINE DETECTING SET ISEA ENGINEERING, LOGISTICS, AND TECHNICAL SUPPORT 06 March 2014

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PCD) has overall In-Service Engineering Agent (ISEA) responsibility for the AN/AQS-20 Sonar, Mine Detecting Set. In addition, in preparation for meeting AN/AQS-20 Initial Operational Capability (IOC) and deployment aboard the Littoral Combat Ship (LCS), NSWC PCD has responsibility for ensuring the towed body meets sustainment requirements and is supportable aboard the LCS and shore site maintenance facilities.

The task areas defined in this Performance Work Statement (PWS) describe the Contractor requirements to provided NSWC PCD program management efforts include meeting minutes, risk management support, schedule development and maintenance, action item tracking, presentation development, and library maintenance. Test and evaluation support comprises test planning support, test conduct support, and test reporting support. For complete life cycle support planning and supportability while deployed on the Littoral Combat Ship, logistics planning and implementation of training and supportability philosophies are all key duties. Logistics efforts include conducting supportability and maintainability analyses, maintaining a logistics database, developing training material, conduct of training and production of other logistics resource documentation for the AN/AQS-20 Towed Bodies deployed on the LCS and stored and being maintained at shore sites. Other aspects of the supportability entail maintaining the test set software to the latest configuration.

The Contractor shall provide non-personal technical, engineering, and logistics services as stated herein.

1.1 Acronym List

APL	Allowance Parts List
CCB	Configuration Control Board
CDRL	Contract Data Requirements List
CM	Configuration Management
CN	Change Notice
CR	Contact Recognition
CSDB	Common Source Database
DLA	Defense Logistics Agency
DMs	Data Modules
DMS	Diminishing Manufacturing Resources
DMSMS	Diminishing Manufacturing Sources and Material Shortages
ECP	Engineering Change Proposal
EVM	Earned Value Management
FQT	Fleet Qualification Test
GFE	Government Furnished Equipment
GFI	Government Furnished Information
ICAPS-PC	Interactive Computer Aided Provisioning System, Personal Computer Version
ICAM	Integrated Computer Aided Manufacturing
IDEF	Icam Definition
IETM	Interactive Electronic Technical Manual
I-Level	Intermediate Level
ILS	Integrated Logistics Support
ILT	Instructor Led Training
IOC	Initial Operational Capability
IPR	In-Process Reviews
IPT	Integrated Product Team
ISSP	Interim Supply Support Plan
LCS	Littoral Combat Ship
LCSP	Life Cycle Sustainment Plan
LRIP	Low Rate Initial Production
LSAR	Logistics Support Analysis Requirements
MEDAL	Mine Warfare Environmental Decision Aid Library

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NAVICP	Navy Inventory Control Point
NEC	Navy Enlisted Classification
NSA	Naval Support Activity
NSWC PCD	Naval Surface Warfare Center, Panama City Division
O-Level	Organizational Level
OPNAVINST	Chief of Naval Operations Instruction
OQE	Objective Quality Evidence
OT	Operational Testing
PBL	Performance Based Logistics
PCR	Program Change Request
PMA	Post-Mission Analysis
PMS	Planned Maintenance System
PSE	Peculiar Support Equipment
PWS	Performance Work Statement
RMA	Reliability, Maintainability and Availability
RMS	Remote Minehunting System
SERDS	Support Equipment Recommendation Data Sheets
SITREP	Situation Reports
SM&R	Source, Maintenance and Recoverability
SNIUTT	Surface Navy Integrated Undersea Tactical Training
SPR	Software Problem Report
T&E	Test and Evaluation
TDP	Technical Data Package
TMCR	Technical Manual Contract Requirements
TSWG	Training Systems Working Group
UID	Unique Identification
ULSS	User's Logistics Support Summary
V&V	Verification and Validation
WBS	Work Breakdown Structure

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 a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. Military Standard and Specifications are available at <https://assist.daps.dla.mil/online/start>. Copies of DoD Directives and Instructions listed in this section can be obtained from the DoD Issuances Website (<http://www.dtic.mil/whs/directives/>).

2.1 Military Specifications

MIL-PRF-29612B, Performance Specifications, Training Data Products, 30 Jun 2011

2.2 Military Standards

MIL-STD-961E, DOD Standard Practice, Defense Specifications, 10 Mar 2010

MIL-STD-31000, Technical Data Packages , 5 Nov 2009

MIL-STD-881C, Work Breakdown Structures for Defense Materiel Items, 03 Oct 2011

2.3 Other Documents:

CENNAVAVNTECHTRAINST 1540, Curriculum Management Manual, 14 Dec 2007

EIA-649-B, National Consensus Standards for Configuration Management, 01 Apr 2011

GEIA-HB-0007, Logistics Product Data Handbook, 01 Mar 2010

DoD Manual 4160.21-M, Defense Materiel Disposition Manual, 18 Aug 1997

DoD Manual 4160.28, Volume 1, Defense Demilitarization: Program Administration, 07 Jun 2011

MIL-HDBK-502, Acquisition Logistics, 20 Jan 2005

MIL-HDBK-29612-1A, Guidance for Acquisition of Training Data Products and, 31 Aug 2001, Services (Part 1 of 5), Validation 20 Jun 2011

MIL-HDBK-29612-2A, Instructional Systems Development/Systems Approach to, 31 Aug 2001, Training and Education (Part 2 of 5), Validation 20 Jun 2011

MIL-HDBK-29612-3A, Development of Interactive Multimedia Instruction, 31 Aug 2001, (Part 3 of 5) Validation 20 Jun 2011

MIL-HDBK-29612-4A, Glossary for Training (Part 4 of 5), 31 Aug 2001 Validation 20 Jun 2011

MIL-HDBK-29612-5, Advanced Distributed Learning (ADL) Products and Systems, Aug 2001, (Part 5 of 5) Validation 20 Jun 2011

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OPNAVINST 1500.76A, Naval Training System Requirements, Acquisition, and Management, 28 Apr 2010

SECNAV Instruction 4440.33, Sponsor-Owned Material, Government-Owned Material And Plant And Project Stock Management, 11 Feb 2009.

3.0 REQUIREMENTS

The Contractor shall participate in a kick-off meeting at NSWC PCD within 10 days after effective date of task order award. The Contractor shall provide a level of effort consisting of those non-personal technical, engineering, programmatic, test, and logistics services, using the guidance of PWS paragraphs 2.1, 2.2, 2.3, and Government Furnished Information (GFI), necessary to perform within the task areas identified herein.

3.1 Program Management Support

3.1.1 Program Meetings (CDRL A001)

The Contractor shall attend AN/AQS-20 ISEA meetings to report on the status of ongoing tasking. The Contractor shall provide verbal input at the meeting and assist NSWC PCD personnel in the development of summary meeting minutes. Commensurate with this reporting, the Contractor will support NSWC PCD personnel in the development of AN/AQS-20 ISEA Weekly Status Reports. Several meetings will be held weekly. In the event that back-up Contractor support is required, a notice of 24 hours will be given. The contractor shall provide support to program reviews at NSWC PCD, the Program Office, or Contractor Facilities. The Contractor may be required to draft meeting minutes or a trip report from the meetings.

3.1.2 Programmatic Support (CDRL A002, A003, A004)

The Contractor shall provide programmatic support to NSWC PCD in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Distribution will be by e-mail, fax, local guard mail, commercial carrier, and hand delivery. Documents will include documents such as the 1) Weekly Accomplishments for the AN/AQS-20 ISEA, 2) an AN/AQS-20 ISEA Team Members Communication Listing, 3) Programmatic Task Reference Tables, 4) AN/AQS-20 Master Action Item List, 5) Schedule, 6) Asset Status, and 7) AN/AQS-20 Product Tracking Table. The Contractor shall maintain the AN/AQS-20 electronic library. Program pictures and viewgraphs, provided as Government Furnished Information (GFI), shall be incorporated into the library. Library material shall be accessible in multiple ways (e.g. search by type, date, subject, author, or keyword, etc.).

3.1.3 Financial Tracking Support (CDRL A002, A003)

The Contractor shall support the NSWC PCD AN/AQS-20 ISEA team in preparing financial management data to include project monthly financial status reports.

3.1.4 Schedule Development Support (CDRL A003)

The Contractor shall support the NSWC PCD AN/AQS-20 ISEA team in establishing and maintaining a project Integrated Master Schedule.

3.1.5 Presentation Material Support (CDRL A005)

The Contractor shall support the NSWC PCD AN/AQS-20 ISEA team in preparing periodic briefing materials and presentations for NSWC PCD Quarterly and Annual Task and Project Reviews. Briefing materials will be stored in the AN/AQS-20 electronic library.

3.1.6 Conference Support

The contractor shall provide conference rooms for meetings and meet-me phone lines or computer links to support phone or web-based conferences as required. Use of these resources is limited to the AN/AQS-20 ISEA program.

3.1.7 Shipment Support

The Contractor shall coordinate shipping of AN/AQS-20 ISEA assets, prepare assets for shipping, and pick up/deliver shipments from/to NSWC PCD as needed.

3.2 In-Service Engineering Support (CDRL A006)

The contractor shall provide technical support to the NSWC PCD In-Service Engineering Agent (ISEA) activities to include the following:

3.2.1 Design

The Contractor shall support the ISEA to analyze operational and maintenance data to determine design defects; recommend corrections and improvements; develop engineering changes and/or alterations; review engineering changes for impact on performance, reliability, cost, safety, and logistics; monitor a Reliability, Maintainability and Availability (RMA) improvement program; develop and coordinate an obsolescence management program. The Contractor shall identify risks and participate in Risk Reviews. The Contractor shall assist with root cause and failure analyses, assisting NSWC PCD with system or sub-system failure reporting as required. The Contractor shall assist in the development of White Papers, trade-off studies, engineering investigation reports, market survey documentation, and trend analyses as required.

3.2.2 Safety

The Contractor shall support the ISEA to develop and coordinate a comprehensive safety program incorporating the work of the developmental programs. The Contractor shall support the ISEA in the conduct of safety reviews of proposed Engineering Change Proposals (ECPs), analyze safety deficiency reports, hazard analyses, failure analyses, and recommend corrective action when appropriate.

3.2.3 Technical Documentation

The Contractor shall support the ISEA to maintain Interactive Electronic Technical Manuals (IETM) and Maintenance Requirement

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Card documentation. The Contractor shall support the ISEA to maintain technical accuracy and custody of engineering drawings and Technical Data Packages (TDPs).

3.2.4 Data Analysis

The Contractor shall support the ISEA to provide analyses to determine operational and maintenance performance measures; identify design and maintenance problems; and provide input to existing and/or future data repositories for use in determination of future design and support requirements.

3.2.5 Fleet Engineering Support

The Contractor shall support the ISEA to provide engineering assistance to the Fleet, including on-site engineering investigations; and support the delivery and installation of approved ECPs. The Contractor shall provide distance engineering and fly-away support for towed body assets. The Contractor shall support the ISEA to monitor and track all Program Change Requests/Software Trouble Reports (PCRs/STRs) from generation to disposition. The Contractor shall maintain the qualifications necessary to support Flight Qualification Tests (FQTs) for production qualification, Fleet introduction of towed bodies, and other tests as required.

3.2.6 Configuration Management (CM)

The Contractor shall support the ISEA to establish and maintain an effective CM program in accordance with PMS403 Remote Minehunting System (RMS) CM Planning documents. The Contractor shall support Configuration Control Board (CCB) reviews.

3.2.7 Test Equipment, Tools, Jigs, and Fixtures

The Contractor shall support the ISEA to review and recommend improvements as necessary to general and special purpose test equipment, tools, jigs, and fixtures.

3.2.8 Maintenance Engineering

The Contractor shall support the ISEA to maintain and update maintenance concepts, tasks and criteria for all levels of maintenance of hardware and software during the equipment/system life cycle; maintain documentation (repair standards, drawings, specifications, Allowance Parts Lists (APLs), etc.) for technical adequacy to accomplish maintenance tasks at all maintenance levels during the equipment and systems life cycle; review and maintain current technical criteria that prescribes the scope, depth, and frequency of maintenance and inspections to be performed.

3.2.9 Integrated Logistics Support

The Contractor shall support the ISEA to participate as a member of the integrated logistics support management team and evaluate effectiveness of achieved logistics support and recommend improvements.

3.2.10 Supply Support

The Contractor shall support the ISEA to review all appropriate technical data against the APL to recommend improvements; review military essentiality codes, source maintenance and recoverability codes; ensure that provisioning reflects proper maintenance and support requirements of installed equipment configurations; monitor the latest Supply Support data repository systems and other maintenance data to determine whether equipments are properly supported; and provide technical support for supply system procurement actions.

3.2.11 Process and Quality Support

3.2.11.1 Process and Procedure Development

The Contractor shall assist the Government with the development of process and procedure documentation, and shall assist with the walk-through of such guidance documentation to ensure process implementation is understood. The Contractor shall also assist with the development of Process Workflows.

3.2.11.2 Objective Quality Evidence (OQE)

The Contractor shall support the ISEA in the collection, categorization, and retainment of program OQE in CMPro.

3.3 Test and Evaluation (T&E) Support (CDRL A007, A008)

The Contractor shall provide T&E support to NSWC PCD during FQTs and other required tests. Support shall encompass assistance with test plan development, test documentation, Test Logs, Mission Summaries, test schedules, Situation Reports (SITREPs), and assistance with the development of test reports.

3.3.1 Flight Qualification Test and Evaluation Support

The Contractor shall function as the Primary or Secondary Console Operator, Winch Operator, Fantail Supervisor, Observer, or other

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crew positions that allow for completion of the tests. The Contractor shall debrief the individual missions and observed system performance to NSWC PCD support personnel. The contractor shall perform Operational Level (O-level) and Intermediate Level (I-Level) maintenance on the towed body and support equipment in support of tests from any platforms, sometimes simultaneously. On an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing and Intermediate Level Maintenance on the towed body. The Contractor shall evaluate existing operational and testing procedures and determine improvement potential. The Contractor shall configure and de-configure the test platform as required. Overtime may be necessary to provide rapid turnaround of the AN/AQS-20 system for the next test event. Advance approval by the Government is required before any overtime can be worked.

The Contractor may be required to travel to locations other than NSWC PCD to perform Operational and Intermediate Level maintenance on the towed body and for the support of test. For these cases, the Contractor will be required to travel to support the readiness of the towed body during test or on deployment. In the event that Contractor support is required at a location other than NSWC PCD, a 24-hour notice will be given.

3.3.2 Test Material Procurement

NSWC PCD will provide the primary materials to support testing; however, on an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing, and analyses. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.) and 2) package and ship faulty components to Depot utilizing Naval Support Activity (NSA) shipping unless not available. The Contractor shall maintain inventory of the test supply cabinets, system hardware, and T&E support hardware (i.e. labs, warehouses, and offices, etc.) and make inventories available for Government review upon request. Supplies required per the inventory will be procured through Government channels and not by the contractor without prior approval.

3.3.3 Post-Mission Analysis (PMA) (CDRL A009)

The Contractor shall conduct PMA and contact archiving after each mission flown during the AN/AQS-20 test events. The Contractor shall travel to support any PMA test event as needed. PMA will be conducted using the Government furnished PMA station and other tools as required. The contractor shall develop a database of mine images that can be searched by keywords, and/or by mine type. The Contractor shall maintain the mine recognition database which shows the different mines used as targets. The Contractor shall provide PMA demonstrations of display data to those personnel requesting access.

The Contractor shall test and evaluate PMA software and provide feedback on the performance and issues. The Contractor shall provide support in the development of Surface Navy Integrated Undersea Tactical Training (SNIUTT) products as well as evaluate and provide feedback on the performance and issues of the SNIUTT products.

The Contractor shall maintain PMA workstations and PMA operator qualifications.

3.4 Training (CDRL A010, A011, A012)

The Contractor shall support the ISEA in monitoring of training, conducting audits of training events, and providing recommendations for improvements in training courses, curriculum material, and training aids and devices. The Contractor shall support the ISEA with the development and refinement of training products for all assigned training classes. The Contractor shall develop training materials and products to support O-Level and I-Level maintenance, PMA, and Contact Recognition. The Contractor shall develop training products that are compatible with existing training programs. Production and delivery of the training material will be based on the logistics milestone schedule and platform integration schedules; however training materials may be required before milestone schedule dates requiring the contractor produce additional materials before scheduled dates.

3.4.1 AN/AQS-20 Training Conduct

The Contractor shall provide instructional services designed to train DET trainees and MPSF I-level maintenance personnel.

Eventually, the Contractor will train O-level maintenance instructors. These instructors shall train initial DET maintenance personnel at sites designated by the Government. Instructor and O-level maintenance training will require AN/AQS-20 assets including mission modules for the LCS with the AN/AQS-20s installed to supplement classroom instruction. Travel may be required.

The Contractor shall provide the appropriate number of instructors to conduct training courses. The instructors will be previously qualified Navy instructors. Each AN/AQS-20 training course shall be taught at a site consistent with the phase requirement (contractor facility, Fleet, or test site) as agreed to by the Government. The Contractor shall develop and provide Trainee Critique sheets and submit for Government acceptance. After each training session/event the contractor will distribute the critiques and collect them after completed. The Contractor will compile the results and provide both the completed critiques and the compiled data to the Government for review.

3.4.1.1 Training Development Update

The Contractor shall update the existing AN/AQS-20 O-level maintenance training courses prior to commencement of Training. The Contractor shall update this training documentation in response to such actions as student and instructor comments, field technical reports, maintenance plan reviews, customer related comments, and all known design/procedural changes resulting from test and ensure that documentation reflects the true configuration of the sensor system at that time. Upon completion of the Training, the Contractor shall update the training package to reflect changes and recommendations made during training. The Contractor shall deliver the curriculum outline, trainee guide, lesson plans and Microsoft Power Point slides to assist the instructor or DET personnel.

3.4.1.2 Commonality Leverage

The contractor will leverage off existing training materials and update as necessary based on AN/AQS-20 system changes. The contractor shall propose the differences to the Government and the Government will make the decision whether or not separate training packages are warranted.

3.4.2 AN/AQS-20 Contact Recognition (CR)/PMA Training

The Contractor shall conduct PMA Operator Qualification by conducting PMA and Contact Recognition Training, scoring student results, assisting students and performing remediation steps. The Contractor shall develop AN/AQS-20 Contact Recognition (CR)/PMA Training for all the AN/AQS-20 operational modes and provide CR/PMA training. The Contractor shall assist in the transition of the Contact Recognition and Image Analysis curriculum to Navy Training Commands. The Contractor shall develop

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training aids for basic PMA functions for different AN/AQS-20 missions. The contractor shall conduct AN/AQS-20 contact recognition and image analysis PMA and Mine Warfare Environmental Decision Aid Library (MEDAL) training.

3.4.3 Training Course Materials

Maintenance training materials shall be authored using contractor format as approved by the Government. The Contractor shall design, develop, and deliver instructional training materials approved by the Government. The Contractor shall develop Instructor Led Training to include Lesson Plans, Instructor Guides, and Trainee Guides.

3.4.4 Training In-Process Reviews

In-Process Reviews (IPRs) shall be scheduled to assess progress of training product completion. IPR agendas shall be submitted. Contractor shall provide IPR minutes that shall serve as official Government guidance for training content and documentation style. Training materials will be provided to Government at least 30 Days prior to the scheduled IPR for review and comments.

3.5 Integrated Logistics Support (ILS) (CDRL A013 through A023)

The Contractor shall support the development of ILS support strategies, and new, or revised, ILS products to support AN/AQS-20 engineering changes. The Contractor will monitor AN/AQS-20 system design changes and conduct logistics impact studies to determine which support documents are impacted, or what new support documents require development to support the change(s).

Revisions to, or development of logistics documentation will be accomplished using Government furnished technical data, and/or manufacturer technical data. Upon Government review and approval, the Contractor will take the necessary actions to incorporate the changes in the supporting ILS documentation. The Contractor shall continue to conduct an ILS program that will ensure supportability, maintainability and sustainment of the AN/AQS-20 towed bodies and peculiar support equipment, during test and initial deployment on LCS and ashore sites throughout the life cycle of the system. The ILS program should be an update and continuation of the current AN/AQS-20 logistics program to reflect changes to the baseline support system through testing and Engineering Change Proposals (ECP). The contractor shall manage the development and delivery of all ILS products, to include, but not be limited to, the Unique Identification (UID) Plan, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan, Interim Supply Support Plans (ISSP), User's Logistics Support Summary (ULSS), Life Cycle Sustainment Plans, Maintenance Plans, and Demilitarization Plans. The contractor shall manage the development of the Logistics Support Analysis Requirements (LSAR) database for each end item. The contractor shall manage the development of all technical manuals for the system and support equipment. The contract shall manage the development of the Common Source Database (CSDB) for each S1000D project. The contractor shall review and determine the logistics impact of proposed Change Notices (CN) and Engineering Change Proposals (ECPs). The Contractor shall participate in the AN/AQS-20 Logistics Integrated Product Team (IPT), as required.

3.5.1 Logistics Schedules

The contractor shall develop and maintain a complete logistics milestone schedule consisting of current and projected milestones for the AN/AQS-20 ILS program. The milestone schedule will be developed using the most current version of Microsoft Project and will reflect the RMS and LCS integration scheduled events. The Government will review the milestone schedule, which upon approval will become the basis for product deliveries. The contractor shall also develop and track milestones related to ILS products.

3.5.2 Logistics Database

The Contractor shall continue to update and maintain the ILS database for the AN/AQS-20 Towed Bodies and peculiar support equipment, such as the AN/AQS-20 test set and maintenance stands. Other LCS mission module support equipment peculiar to AN/AQS-20 will be included in the ILS database once the government provides the technical data. Database updates will include the logistics requirements for both the towed bodies, AN/AQS-20 test set, and other peculiar support equipment per the ILS milestone schedule or as changes occur to the system baseline through ECPs.

3.5.3 Sustain ILS Documentation

The Contractor shall update and sustain the ILS documents; documentation will be maintained for each of the towed body configurations and will be updated to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECPs) and the lifecycle of the document or until deemed not necessary by the Government. Changes or updates shall be accomplished in accordance with the ILS milestone schedule. The Contractor shall develop PCDs to capture redlines and assist the Government with interactive electronic technical manual (IETM) updates. The Contractor shall assist with the development of Maintenance Requirement Cards (MRCs). The Contractor shall participate in IETM Verification and Validation (V&V) activities.

3.5.4 Maintenance Planning

The contractor shall provide maintenance planning on the AN/AQS-20 Towed Bodies and support equipment to identify all preventive maintenance and corrective maintenance tasks based on repair and task analysis. The Contractor shall produce maintenance-planning data. For each repairable component of the AN/AQS-20, maintenance data will identify the maintenance level authorized to perform preventive and corrective maintenance and all necessary system or equipment servicing and calibration requirements. Source, Maintenance and Recoverability (SM&R) codes and technical factors required for spares and repair part item selection (provisioning) will be included as part of the maintenance data. The maintenance planning data shall be imported into the ILS data base. The Contractor shall perform preventive maintenance and shall record all maintenance and repair actions per the current Maintenance Action Format. The Contractor shall procure spares and consumables as required to support maintenance activities. The Contractor shall perform preventative and corrective maintenance activities on assets not in preservation, including development and upkeep of maintenance schedules. Maintenance Action Forms and Objective Quality Evidence will be maintained in CMPRO. Also, information will be updated in MFOM, SKED, ad Equipment Discrepancy Books as required. The Contractor shall generate and publish monthly maintenance reports.

The Contractor shall assist the Government in identifying the maintenance "heavy hitters" and recommend possible design improvements for maintainability enhancement. The Contractor shall assist the Government in reporting quarterly RMA metrics. The Contractor shall provide reach back and fly away team support to maintain asset readiness.

3.5.5 Repair and Task Analysis

The Contractor shall conduct repair analysis as required on the AN/AQS-20 towed bodies deployed within the LCS mission module

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and AN/AQS-20 peculiar support equipment installed in the LCS mission module to the lowest repairable item, identifying the item being repaired, the level at which the item is being repaired and the associated cost. The contractor shall document the results of the repair and task analysis in the ILS database.

3.5.6 Supply Support

As changes to the system occur and ECPs are approved, the contractor shall continue to document parts requirements in the ILS databases and the provisioning technical documentation through the most current Government approved version of Interactive Computer Aided Provisioning System, Personal Computer Version (ICAPS-PC). The contractor shall respond to Technical Referral requests from NSWC PCD, Navy Inventory Control Point (NAVICP), or the Defense Logistics Agency (DLA). The contractor shall document the data changes in the ILS database.

The Contractor shall monitor maintenance data to ensure assets are properly supported. The Contractor shall ensure inventory supports future sustainment needs.

3.5.7 ILS meetings (CDRL A001)

The Contractor shall attend and take minutes for quarterly Diminishing Manufacturing Resources (DMS) Working Group meetings, Performance Based Logistics (PBL) meetings, Training Systems Working Group (TSWG) meetings and other related ILS meetings, approximately one per week, as required. The Contractor shall document and deliver the minutes of the meetings, assigned action items, and attendees.

3.5.8 Logistics Support Analysis Requirements (LSAR)

The Contractor shall develop, maintain, and update LSAR databases for the AN/AQS-20 towed body, and peculiar support equipment. The Contractor shall maintain and update the towed body LSAR database as a result of approved ECP and engineering drawing changes.

The Contractor shall update and sustain the ILS documents; each document will be updated to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECPs) and the lifecycle of the document or until deemed not necessary by the government. Changes or updates shall be accomplished in accordance with the ILS milestone schedule.

3.5.9 Support Equipment Recommendation Data Sheets (SERDs)

The Contractor shall maintain and update AN/AQS-20 SERD documentation for the system life cycle.

3.5.10 Inventory Management

The Contractor shall maintain an inventory list of all assets including Support Equipment, Spares, and Mobile Support assets. The inventory tracker will be updated monthly.

3.6 Quality Assurance

The Contractor shall support the ISEA to establish and maintain an effective Quality Assurance program and document that program in a Quality Management Plan. The Contractor will establish, implement, document, and maintain a quality system that ensures conformance to PWS requirements and meets the requirements of ANSI/ISO/ASQ 9001-2008 (Reference Section E HQ-E-2-0015 Quality Management System Requirements), or an equivalent quality system model. No later than 30 days after task order award, the Contractor shall submit an updated Quality Assurance Program Plan (QAPP) for review and approval. The QAPP shall describe the Quality Management System methodology and approaches used under the contract. Within seven calendar days of any change during period of performance, the Contractor shall submit to the COR a revised QAPP for review and approval.(CDRL A024)

3.7 Safety and Health Program

The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. No later than 30 days after award, the Contractor shall provide a copy of their Safety & Health Program documentation they will utilize for this requirement to the COR for review and approval. The Contractor's Safety & Health Program (S&HP) shall identify the personnel responsible for managing, implementing, training of and enforcement of the S&HP, process to insure employees have appropriate Personal Protection Equipment (PPE), and all required training and certifications related to Occupational Safety and Health Requirements. When applicable, the COR will provide the Contractor the Government Agency's mission specific Standard Operating Procedures (SOP) that may include safety & health requirements.(CDRL A025)

3.8 Contracting Officer's Management Report

The Contractor shall produce a monthly status report that is delivered to the cognizant program manager, PCO, and technical point of contact that includes work accomplished, percent completed, problem areas, significant results, recommendations, work planned for the next month. Financial information shall also be documented in the status report and include delivery order ceiling, expenditures (including fee), percentage spent, billable hours expended during current reporting period, and total labor hours expended. The monthly report shall be delivered via e-mail in MS Word format to the Government by the 15th of the month for the preceding month.(CDRL A026)

3.9 Material Purchases

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 purchases above \$3,500 shall be approved by the Contracting Officer via technical instruction prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The

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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.

3.10 Travel

Travel in support of these tasks is anticipated to include (not limited to) the following destinations:

Washington, DC	Jacksonville, FL
Portsmouth, RI	Norfolk, VA
Tucson, AZ	West Palm Beach, FL
Corona, CA	Pensacola, FL
San Diego, CA	Port Hueneme, CA

Actual travel will be specified by the Contracting Officer via a technical instruction and in support of the efforts specified herein. 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 those specified without express written consent of the PCO.

3.11 Navy Enterprise Resource Planning (NERP) Access

(a) Upon request from the COR, Contractor personnel limited access to the NERP System will 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) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC).

3.12 Government Space

This task shall be performed at the Government's facility located at:

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

The Government will provide on-site office and laboratory work space for up to six (6) personnel under this task order. 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 at NSWCPCD 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 at NSWCPCD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

In the event that NSWCPCD operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" and may not be granted access to NSWCPCD. In this event, Contractor personnel shall follow the procedures and guidance of their parent company.

The Government will supply access to the following equipment listed below to perform all the tasks listed in this PWS. These will include phone, fax machine, and NMCI computer. The Government will supply all consumable materials such as paper, printer cartridges, as well as all equipment and support equipment peculiar and common, as needed to execute the PWS.

a. For IETM validation and verification, the Government will provide access to, as needed:

- 1) A fully configured AN/AQS-20 towed body
- 2) Towed body maintenance stands
- 3) AN/AQS-20 Test Set
- 4) Peculiar support equipment
- 5) AN/AQS-20 Mission Module

b. For PMA Station Support. The Government will provide access to, as needed:

- 1) Dual processor (AMD, 2400)

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- 2) Hard drive 60 gigabytes or greater
- 3) Memory, 1.5 gigabytes or greater
- 4) Nvidia GeForce 4 video card with 128 megabyte of video memory
- 5) DVD R/W
- 6) Network interface card
- 7) Windows 2000 operating system
- 8) Monitor with 1600 x 1200 resolution
- 9) Compiler is Aonix ObjectAda. NSW-C uses version 7.2.2 Enterprise edition
- 10) A license for the compiler is also required. See www.aonix.com for more details.

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4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWC PCD within 10 days upon completion of the task order. The following additional GFI will be provided to the Contractor during the course of this effort:

AN/AQS-20 ECP Technical Data Packages (TDP)

LCS Mission Module Peculiar Support Equipment (PSE) Technical Data Package

Vendor Technical Manuals for PSE

Technical Manual Contract Requirements (TMCR) Number NSWC PCD 2009-01 Nov

4.2 Government Furnished Equipment (GFE)

None

4.3 Government Furnished Material

None

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 date of award (base year) to twelve months from 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

The highest security classification for work under this delivery order is SECRET. Access to CLASSIFIED documents up to and including SECRET documents and discussions will be required for the performance of this task. Documents generated under this task order will be UNCLASSIFIED. Provisions of the attached DD Form 254 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 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

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to

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the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

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

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
 - 1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - 2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - 3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
 - l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
 - m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

7.6 Operations Security

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

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- 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

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- Security classification of equipment, systems, operations, etc.

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

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

8.0 RELEASE OF INFORMATION

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

9.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS). The Contractor's performance under this task order will be evaluated in the following areas:

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

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

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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

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

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
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Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) Paragraph 3.1 Program Support	Attend AN/AQS-20 ISEA meetings. Support the NSWC PCD AN/AQS-20 ISEA team in preparing financial management data. Assist with establishing and maintaining a project Integrated Master Schedule. Support the NSWC PCD AN/AQS-20 ISEA team in preparing periodic briefing materials and presentations. Provide conference rooms for meetings and meet-me phone lines or computer links to support phone or web-based conferences as required. Coordinate shipping of AN/AQS-20 ISEA assets, prepare assets for shipping, and pick up/deliver shipments from/to NSWC PCD as needed.	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 3.2 In-Service Engineering Support	Support the ISEA to analyze operational and maintenance data. Develop and coordinate a comprehensive safety program. Maintain Interactive Electronic Technical Manuals (IETM) and Maintenance Requirement Card documentation. Maintain technical accuracy and custody of engineering drawings and Technical Data Packages (TDPs). Provide analyses to determine operational and maintenance performance measures; identify design and maintenance problems; and provide input to existing and/or future data repositories for use in determination of future design and support requirements. Provide engineering assistance to the Fleet, including on-site engineering investigations; and support the delivery and installation of approved ECPs. Provide distance engineering and fly-away support for towed body assets. Establish and maintain an effective Configuration Management program. Support Configuration Control Board (CCB) reviews.	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 3.3 Test and Evaluation Support	Provide T&E support to NSWC PCD during FQTs and other required tests. Support shall encompass assistance with test plan development, test documentation, Test Logs, Mission Summaries, test schedules, Situation Reports (SITREPs), and assistance with the development of test reports.	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 Training Support	Support the ISEA in monitoring of training, conducting audits of training events, and providing recommendations for improvements in training courses, curriculum material, and training aids and devices. Support the ISEA with the development and refinement of training products for all assigned training classes. Develop training materials and products to support O-Level and I-Level maintenance, PMA, and Contact Recognition.	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.

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Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.5 Integrated Logistics Support	Support the development of ILS support strategies, and new, or revised, ILS products to support AN/AQS-20 engineering changes. Monitor AN/AQS-20 system design changes and conduct logistics impact studies to determine which support documents are impacted, or what new support documents require development to support the change(s).	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 (ECMR)

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

11.0 GOVERNMENT/CONTRACTOR RELATIONSHIP

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

(b) All Contractor, subcontractor, and consultant personnel shall wear prominent displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this task order including the work of its Contractor personnel. Contractor personnel under this task order shall not:

- 1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- 2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
- 3) Be used in administration or supervision of Government procurement activities.
- 4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

- 1) The services to be performed under this Task Order do not require the Contractor or it's personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- 2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

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

- 1) Payments by the Government under this contract are not subject to the Federal income tax withholdings.
- 2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- 3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- 4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
- 5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

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(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, 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.

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other

than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the

Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

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) sponsor: (Name of Individual Sponsor, Name of Requiring Activity, City and State)
-

DISTRIBUTION LIMITATION STATEMENT

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

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE SEPTEMBER 2010. OTHER U.S. REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO LMW (PMS 403).

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

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SECTION E INSPECTION AND ACCEPTANCE

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

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.

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

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

HQ E-2-0004 COST OF QUALITY DATA (NAVSEA) (MAY 1995)

Cost of Quality Data: The contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the contractor. These data shall, on request, be identified and made available for "on site" review by the Government representative.

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

Contractor Performance Assessment Reporting System (CPARS)

Contractor performance under this task order will be evaluated annually utilizing the Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at: <https://www.cpars.gov/cparsmain.htm>.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/24/2016 - 5/23/2017
9000	5/24/2016 - 5/23/2017

CLIN - DELIVERIES OR PERFORMANCE

Services described in this Task Order may be performed at the Contractor's facility, Government facilities identified in SECTION C and, as applicable, travel locations specified by the COR.

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:

Item(s)			Period of Performance	
CLIN	Period	Description	From	To
7000	Base Year	Labor	24 May 2016	23 May 2017
9000	Base Year	ODC	24 May 2016	23 May 2017
7001	Option 1	Labor	Exercise of Option	12 months thereafter*
9001	Option 1	ODC	Exercise of Option	12 months thereafter*
7002	Option 2	Labor	Exercise of Option	12 months thereafter*
9002	Option 2	ODC	Exercise of Option	12 months thereafter*
7003	Option 3	Labor	Exercise of Option	12 months thereafter*
9003	Option 3	ODC	Exercise of Option	12 months thereafter*
7004	Option 4	Labor	Exercise of Option	12 months thereafter*
9004	Option 4	ODC	Exercise of Option	12 months thereafter*

*Estimated.

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.

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SECTION G CONTRACT ADMINISTRATION DATA

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

GOVERNMENT CONTRACT ADMINISTRATION POINTS OF CONTACT:

Procurement Contracting Officer

Joan Troutman, Code 022
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5845
Joan.Troutman@navy.mil

Contract Specialist

Vaughn Lasater, Code 022
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5058
Vaughn.Lasater@navy.mil

Ombudsman

Gerald Sorrell, Code 00K
110 Vernon Ave
Panama City, FL 32407-7001
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative

Joe Corbin, Code A34
110 Vernon Ave
Panama City, FL 32407-7001
850-234-4730
Joe.Corbin@navy.mil

Defense Contract Management Agency (DCMA)

DCMA HAMPTON, Code S5111A
2000 Enterprise Parkway
Hampton, VA 23666

Defense Finance and Accounting Services (DFAS)

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

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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 customers funds being paid against another customers 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).

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

See Section E, Inspection and Acceptance

(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
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Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S5111A
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	HAA47B
Other DoDAAC(s)	N/A

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

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

Joe.Corbin@navy.mil

Vaughn.Lasater@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.

NSWC PCD WAWF Point of Contact (POC): Janet.Stone@navy.mil and Brian.W.Young@navy.mil . Please send an e-mail to both POCs.

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

**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.

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(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.

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.

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

SECTION G NOTES:

1) 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.

2) SPECIAL INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

3) TASK ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED] per year

Maximum Pass-Thru Rate: [REDACTED] Fixed Fee on Subcontractor Costs, Total Pass-Thru amount not to exceed 8%.

Maximum Fee: [REDACTED] on Prime Costs

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The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

4) CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO: Avian, LLC.; Deloitte Consulting LLP; General Dynamics Information Technology (GDIT); Science Applications International Corporation (SAIC).

5) 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.

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SLINID	PR Number	Amount
900001	130053304600001	500.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003132893		

BASE Funding 500.00
Cumulative Funding 500.00

MOD 01 Funding 0.00
Cumulative Funding 500.00

MOD 02 Funding 0.00
Cumulative Funding 500.00

MOD 03

700001	130056110700001	132032.68
LLA :		
AB 1761804 8B4B 251 24VCS 0 050120 2D 000000 A10003362469		

700002	130056110500001	357078.00
LLA :		
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003362398		

900002	130056110700002	13000.00
LLA :		
AB 1761804 8B4B 251 24VCS 0 050120 2D 000000 A10003362469		

900003	130056110500002	11000.00
LLA :		
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003362398		

MOD 03 Funding 513110.68
Cumulative Funding 513610.68

MOD 04 Funding 0.00
Cumulative Funding 513610.68

MOD 05

700003	130058391900001	77800.00
LLA :		
AD 1751319 C505 251 24VCS 0 050120 2D 000000 A00003528552		

700004	130058397300001	121836.00
LLA :		
AE 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003528745		

700005	130058402300001	27521.00
LLA :		
AF 1761810 C1MC 251 24VCS 0 050120 2D 000000 A00003529142		

700006	130058653400001	56175.00
LLA :		
AG 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003547270		

900004	130058391900002	2000.00
LLA :		
AD 1751319 C505 251 24VCS 0 050120 2D 000000 A00003528552		

900005	130058397300002	12000.00
LLA :		
AE 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003528745		

MOD 05 Funding 297332.00
Cumulative Funding 810942.68

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MOD 06

700007 130059996300001 153000.00
 LLA :
 AH 1761804 8C7C 251 24VCS 0 050120 2D 000000 A10003635494

700008 130059985000001 16000.00
 LLA :
 AJ 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003635181

900006 130059985000002 23448.00
 LLA :
 AJ 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003635181

MOD 06 Funding 192448.00
 Cumulative Funding 1003390.68

MOD 07

900007 130059996600001 20900.00
 LLA :
 AK 1761810 C1MC 251 24VCS 0 050120 2D 000000 A00003635500

900008 130059996500001 4000.00
 LLA :
 AL 1751810 C1MC 251 24VCS 0 050120 2D 000000 A10003635499

MOD 07 Funding 24900.00
 Cumulative Funding 1028290.68

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 18,310 total man-hours of direct labor per year (91,550 hours for all five years), total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 352 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.

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

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

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

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

Note: PCO Approval is required prior to work being performed at alternate worksite(s).

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)

(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

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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.

CONTRACTOR OPERATED VEHICLES

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration.

The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 1/2") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number.

Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

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	██████████	██████████	
9000	86,848.00	0.00	05/23/2017

(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

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

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

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SECTION I CONTRACT CLAUSES

All terms and conditions, including clauses, in the MAC basic contract are hereby expressly incorporated into this task order award.

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):

<http://www.arnet.gov/far/>

<http://www.acq.osd.mil/dp/dars/dfars>

Clauses Incorporated by Reference

52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
52.227-11 Patent Rights -- Ownership by the Contractor (May 2014)
252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)
252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
252.245-7002 Reporting Loss of Government Property (Apr 2012)
252.245-7003 Contractor Property Management System Administration (Apr 2012)
252.245-7004 Reporting, Reutilization, and Disposal (Mar 2015)

52.217-9 Option to Extend the Term of the Contract (MAR 2000) (NAVSEA Variation) (SEP 2009)

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

Item(s)			Latest Option Exercise Date
CLIN	Period	Description	
7001	Option 1	Labor	No later than 12 months after task order award date
9001	Option 1	ODC	No later than 12 months after task order award date
7002	Option 2	Labor	No later than 24 months after task order award date
9002	Option 2	ODC	No later than 24 months after task order award date
7003	Option 3	Labor	No later than 36 months after task order award date
9003	Option 3	ODC	No later than 36 months after task order award date
7004	Option 4	Labor	No later than 48 months after task order award date
9004	Option 4	ODC	No later than 48 months after task order award date

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

52.222-2 Payment for Overtime Premiums (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0.00 (**authorized overtime is IAW Offeror's proposal and includes prime and subcontractor burdened overtime**) 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

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- 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.
 - (5) (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
 - (6) 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;
 - (7) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (8) 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
 - (9) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

52.244-2 Subcontracts (Oct 2010)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD REQUIRES CONTRACTING OFFICER APPROVAL WHICH WILL BE ISSUED AS A MODIFICATION TO THE TASK ORDER. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

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

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by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Avian, LLC
Deloitte Consulting LLP
General Dynamics Information Technology (GDIT)
Science Applications International Corporation (SAIC)

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

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harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligence, supervision, or retention; and

- (2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

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SECTION J LIST OF ATTACHMENTS

Attachment No.	Title	Pages	Date
Exhibit A	Contract Data Requirements List (CDRLs)	13	12 March 2015
J.1	DD Form 254	3	02 Nov 2015
J.2	COR Appointment Letter - CORBIN	4	18 May 2015