

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 08-May-2017	4. REQUISITION/PURCHASE REQ. NO. See Section G	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 3373 Crane IN 47522-5001 michael.morguson@navy.mil 812-854-5921	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375	CODE S2101A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tech Marine Business 100 M Street, SE Suite 800 Washington DC 20003 CAGE CODE 1SCQ8 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4138 / N00178-04-D-4138-EH04 10B. DATED (SEE ITEM 13) 06-May-2016
---	--

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.
[]	
[X]	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)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Parker, VP	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tisha N Langell, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Richard Parker (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Tisha N Langell (Signature of Contracting Officer)
15C. DATE SIGNED 08-May-2017	16C. DATE SIGNED 08-May-2017

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
7500AE	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 4 of 4	FINAL
----------------------------------	---	----------------------------------	----------------	-------

7500AF	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AG	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AH	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AJ	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AL	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AM	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AN	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AP	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AQ	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AR	5/9/2016 - 5/8/2017	5/9/2016 - 5/22/2017
7500AS	8/11/2016 - 5/8/2017	8/11/2016 - 5/22/2017
7500AT	1/16/2017 - 5/8/2017	1/16/2017 - 5/22/2017
7500AU	11/4/2016 - 5/8/2017	11/4/2016 - 5/22/2017
7600AB		5/9/2017 - 5/8/2018
7600AD		5/9/2017 - 5/8/2018
7600AE		5/9/2017 - 5/8/2018
7600AF		5/9/2017 - 5/8/2018
7600AG		5/9/2017 - 5/8/2018
7600AH		5/9/2017 - 5/8/2018
7600AJ		5/9/2017 - 5/8/2018
7600AK		5/9/2017 - 5/8/2018
9600AB		5/9/2017 - 5/8/2018
9600AD		5/9/2017 - 5/8/2018
9600AE		5/9/2017 - 5/8/2018
9600AF		5/9/2017 - 5/8/2018
9600AG		5/9/2017 - 5/8/2018
9600AH		5/9/2017 - 5/8/2018
9600AK		5/9/2017 - 5/8/2018
9600AL		5/9/2017 - 5/8/2018

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SECTION B SUPPLIES OR SERVICES AND PRICES

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

or burdens.

NOTE E: AWARD TERM

Award Term Item to which the AWARD TERM PLAN applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

NOTE F: SURGE

If, as a result of unforeseen Program circumstances, it is determined that an increased level of effort is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work under the Task Order. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN(s). The Government further stipulates that award of an Award Term does not include award of the Surge Option Item.

FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)

Note: Upon award, the successful Offeror's proposed Minimum Fee percentage, Maximum Incentive Fee percentage and target incentive fee, if less than the solicitation stated thresholds, will be incorporated in the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

The min fee shall be one percent (1%). The max fee shall not be greater than eight percent (8%). The Offeror shall propose Max Fee. Target fee shall not be greater than five and a half percent (5.5%).

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(i) The CPIF target cost for CLIN 7500 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for CLIN 7500 shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs * TF)) column of the INCENTIVE FEE TABLE above.

(iii) The share ratio for the CPIF portion of the fee structure is 50/50 (50% Government and 50% Contractor) for both under-runs and over-runs. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINs. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order.

(iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown

in the following table.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(i) The proposed fixed fee shall not exceed 8%.

This entire task order is cost type.

Line Item	Contract Type
7500	Cost Plus Incentive Fee
7501, 7600, 7601, 7700, 7701, 7800, 7801, 7900, 7901	Cost Plus Fixed Fee
9500, 9600, 9700, 9800, 9900	Cost Reimbursable
7502	NSP

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

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

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

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 17 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)
(Applicable to CLINs 7500 and 7501 and if exercised CLINS 7600, 7601, 7700, 7701, and if earned and exercised CLINS 7800, 7801, 7900 and 7901)**

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

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

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

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

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

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 18 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

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

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

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

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the

Contractor's or employee's convenience.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 19 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PEO IWS 4.0 ENGINEERING SUPPORT SERVICES STATEMENT OF WORK

1.0 INTRODUCTION

The Program Executive Office for Integrated Warfare Systems 4.0 International and Foreign Military Sales (FMS) is seeking engineering support services (ESS) to augment the Government's existing personnel, knowledge, and processes. Specifically, PEO IWS 4.0 requires engineering analysis and expertise in support of their portfolio of programs in Foreign Military Sales. PEO IWS leads a professional and experienced organization that delivers Enterprise solutions for Naval Warfare Systems in the areas of Air Defense, Missile Defense, Undersea Warfare, Anti-Submarine Warfare, and Anti-Surface Warfare. These solutions must operate seamlessly and effectively with technically superior war fighting capability. The PEO IWS mission is to take the fight to the enemy and win, across the spectrum of maritime environments. This challenging blue water and littoral maritime environment, with a mix of small mission-tailorable and large multi-mission-capable units demands a complex mix of management and leadership practices from our civilian and military personnel, supported by our ESS partners. Collectively, this team must provide effective and suitable deliveries of integrated warfare systems and technology.

2.0 BACKGROUND

The Navy's Integrated Warfare Systems Program Executive Office was established in November 2002. According to its charter, PEO IWS is responsible for surface ship and submarine combat systems, missiles (except the Trident ballistic missile and Tomahawk cruise missile), radars, launchers (except Trident), electronic warfare, and gun systems. It is directed to integrate the software programs for combat systems on all ships and submarines, and coordinate antisubmarine warfare area projects across the other PEOs. In addition, it oversees the construction and purchase of new integrated warfare systems.

Currently, PEO IWS is focused on enhancing mission capability across the surface fleet and submarine community with faster, more affordable, and interoperable product upgrades that pace the threat through the following goals: designing systems to achieve programmatic objectives; eliminating obsolete hardware and software; introducing network-based Commercial off the Shelf (COTS) and Open Architecture Computing Environments (OACE); acquiring appropriate data and software rights to satisfy current/future needs; and reducing combat and weapon systems variants. The intended outcome of these product implementation goals is greater returns on investment through the promotion of minimal development/non-recurring efforts that can be applied to multiple ship classes and mission areas, extensibility into other defense markets, reduction in Weapons System variants, and reduction in burdensome end-user work-arounds.

2.1 ORGANIZATION

Program Executive Officer (PEO) IWS leads the collective acquisition of his portfolio, directly reporting to Assistant Secretary of the Navy for Research, Development, and Acquisition (ASN(RD&A)). The PEO's Direct Report is the Executive Director who serves as the PEO

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 20 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Deputy. Rounding out the Executive Leadership Team are two additional Directors, the Director for Above Water Sensors and the Director for Integrated Combat Systems. The following paragraphs describe the roles and responsibilities of the Program Office utilizing this contract vehicle.

IWS 4.0: FMS and International - Manager of Foreign Military Sales cases. Responsible for coordinating with product- provider organizations to adapt their products for specific countries' needs as articulated in an FMS case or in agreements brokered by DoN's International Programs Office (Navy IPO).

3.0 SCOPE

This Statement of Work (SOW) applies to the broad area of Security Assistance (i.e., Foreign Military Sales and International Cooperation) for current and future Programs and their variants assigned to PEO IWS 4.0. Operations entail the development, coordination, and integration of technical solutions to problems inherent in the acquisition and integration of major combat and weapon systems from development and production, through at-sea acceptance testing in surface ships to in-service support. The contractor shall provide direct program office support and be prepared to provide rapid responses to emergent problems, staff special problem resolution teams, and recommend courses of action.

All support services shall be provided in the Washington DC Metropolitan area unless other locations are specifically authorized. The Contractor shall transition and ramp up immediately and have the support team in place and fully functioning within 6 weeks after award of the contract.

4.0 APPLICABLE DOCUMENTS

The following table provides those governing documents that depict primary management control systems in DoN and DoD, intended to promote stewardship of tax payer funds used to acquire and maintain materiel for the Maritime operational environment.

Table 1 Applicable Documents

Document	Title/Description
CJCS Instruction /Manual 3170 and 3170.01	Operation of the Joint Capabilities Integration and Development System
DOD Directive 5000.1 (series)	The Defense Acquisition System
DOD Instruction 5000.02 (series)	Operation of the Defense Acquisition System
SECNAVINST 5000.2 (series)	Department of the Navy Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System
SECNAVINST 5216.5 (series)	Department of the Navy Correspondence Manual

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 21 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FMR 7000.14-R	DoD Financial Management Regulation
DoD 1400.25-M "DoD Civilian Personnel Manual (CPM) and DON Civilian Human Resources Manuals (CHRM) http://www.donhr.navy.mil/	Civilian Human Resources Manuals
OPNAV Instruction 1000.16K Total Force Manpower Management	Military Manpower Management
DoD 8570.01-M	Information Assurance Workforce Improvement Program
OPNAVINST 5420.113	Draft OPNAV Instruction, administered by N86, for the contribution by the Surface Warfare Tactical Requirements Group into the overarching, N8-administered, capability-based phasing for combat system functionality.
OPNAVINST 4000.79B	Implements compliance with Title 14 USC 3, relationship between DoN and Coast Guard under President of US's direction; Title 14 USC 145, DoN's responsibilities as requested by Department of Homeland Security to train Coast Guard during peacetime as part of its reserve force, and to build vessels for use by Coast Guard during wartime operations.
US Coast Guard/Naval Operational Capabilities Document	Document for the National Security Cutter (OCT 1997), Off-Shore Patrol Cutter (JAN 2005), and Fast Response Cutter (OCT 2001). Document signifies that Cutter Family is to be capable for support of National Defense missions and operation in low threat environments, shall jointly participate in Maritime Homeland Security and Defense per

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 22 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

	<p>2004 SECDEF/SEC DHS MOA, shall support missions as defined in 1995 SECDEF/SEC DOT MOA:</p> <p>Maritime Intercept Operations, Port Operations Security and Defense, Coastal Sea Control, Maritime Environmental Response Operations, Peacetime</p> <p>Military Engagement.</p>
PEO Instruction 7100.1B, dated 24 August 2011	Implementing Instruction for PEO IWS to comply with DoN's and NAVSEA's adherence to DoD's PPBES.
Technical Review Manual	<p>Provides definitions of standard entrance and exit criteria in the conduct of Technical Reviews, which includes Logistics elements, to reduce acquisition</p> <p>risk. Used as tool by NAVSEA's Technical Authority in addition to the acquiring organizations with PEO IWS.</p>
PEO IWS Enterprise Product Life Cycle Management Integrated Data Environment (ePLM IDE) Version 1.0, dated 2-15-2011	<p>Business Need for consolidating existing PEO IWS Integrated Data Environments which host materiel data for maintaining fleet readiness as part</p> <p>of Life Cycle Support. Requires IDEs to be interoperable with those supported by other PEOs and/or maintenance centers. (Edited. Business</p> <p>Sensitive information has been removed).</p>
Surface Navy Combat System Development Strategy Acquisition Management Plan, Version 1.0, dated 18 December 2009.	<p>PEO IWS Combat System Development Strategy and Acquisition Plan for implementing Open Systems Architecture to enable more rapid technology</p> <p>insertions. IWS 1 authored the documents for applicability to the AEGIS Combat System and SSDS Combat System, as anchor systems.</p>
National Industrial Security Program Operations Manual (NISPOM), DoD 5220.22-M, Incorporating Change 1 March 28, 2013	<p>Prescribes the requirements, restrictions, and other safeguards to prevent unauthorized disclosure of classified information.</p> <p>[BJWCPI44]</p>

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 23 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Defense Security Cooperation Agency (DSCA) Manual DSCAM 5105.38-M, Security Assistance Management Manual (SAMM), April 30, 2012	Provides DoD-wide guidance to organizations engaged in the management or implementation of DoD Security Assistance and Security Cooperation programs.
--	--

5.0 REQUIREMENTS

The tasks below are integral to the execution of PEO IWS 4.0 programs as well as future acquisition programs under the cognizance of the program manager. Tasking includes providing engineering support for Foreign Military Sales and International Cooperation.

Emphasis shall be placed on a team structure that maximizes productivity, efficiency, and accountability. The Contractor must execute the scope of work in a manner that provides for high quality, timely and well-integrated support services while incorporating the proper mix of personnel that will demonstrate the most effective use of resources. The contractor and government management team shall meet as necessary to discuss optimum manning and task distribution.

All contractor activities shall be in accordance with all applicable U.S. export control laws, regulations and policies. The contractor is responsible for ensuring full compliance with such laws, regulations and policies.

5.1 Foreign Military Sales and International Cooperation

The contractor shall perform detailed engineering analyses and studies in support of IWS 4.0 international programs. These efforts require in-depth knowledge of USN weapons and sensors systems and the ability to apply a disciplined systems engineering process to meet USN and international/foreign nation customer operational requirements. These tasks require the exercise of critical judgment and tact in the application of export laws/regulations, directives, guidance and policy.

5.1.1 FMS Case Development and Execution (FMS Admin)

The contractor shall lead an integrated International Management Team in the identification of program requirements for foreign military programs, international engagement, disclosure policy and acquisition development for foreign navies. The contractor shall provide input to strategic plans for AEGIS and other USN Foreign Military Sales Programs encompassing multiple International Programs to include common processes, interoperability, joint test events or shared infrastructures. The contractor shall have extensive knowledge of the total combat/weapon system, logistics, shipyard and crew training approaches, ship design and integration, computer program development and maintenance and unique interfaces between USN and international/foreign domestic systems (to include the interface between FMS-procured equipment and Direct Commercial Sales (DCS) procured equipment) in order to assist in creating

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 24 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

an effective approach for FMS case structure, development, and execution. The contractor shall:

a. Assist in the identification of program requirements for international and foreign military programs to include technical capability analysis of US systems.

a.1 Provide inputs, as requested by IWS 4.0 on behalf of foreign governments and in accordance with U.S. export control laws, regarding ship designs for foreign shipbuilding and modernization programs.

a.2 Assist IWS 4.0 with inquiries and/or reporting requirements for foreign customers regarding capabilities for USN systems and ensure Participating Acquisition Resource Managers (PARMs) and other SYSCOMs/PEOs/providers are cognizant of all foreign customer requirements.

b. Perform systems engineering necessary to develop technical definitions of specifications that validate the ability of the proposed solution to meet the customer Letter of Request (LOR) requirements based upon approved Rough Order of Magnitude (ROM) studies, concept designs, or feasibility study baselines.

c. Assist the FMS Case manager and engineers with formulating case requirements to satisfy Foreign Customer's funding constraints.

d. Provide program impact analysis relating to changes in payment schedules by foreign countries.

e. Provide assistance in developing cost estimate alternatives to accommodate all elements required to execute a FMS program.

f. Provide analysis for strategies that use a phased approach to FMS case start-up/program implementation caused by budget constraints or unique fiscal year funding timelines.

g. Provide assistance in developing pricing strategies tailored to each foreign customer's technical requirements.

h. Analyze, evaluate, and provide recommendations for the planning, development, monitoring and execution of procurement and contractual documentation.

i. Develop data suitable for the generation of cost estimates; evaluate and validate developer and provider cost estimates.

j. Provide Program Management and Acquisition support including personnel familiar with cost schedule, and technical trade-offs and various FMS Information Technology (IT)/Management Information Systems (MIS) such as Case Execution Performance Tool (CEPT), Defense Security

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 25 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Assistance Management System (DSAMS), Management Information System International Logistics (MISIL), Enterprise Resource Planning (ERP), Security Cooperation Information Portal (SCIP), Security Cooperation Enterprise System (SCES), etc.

5.1.2 Engineering Management and Technical Support (FMS Case)

The Contractor shall provide to PEO IWS 4.0 engineering management and technical support. The Contractor's overarching support efforts shall be accomplished using/from an International Programs' perspective. Using knowledge and data from across the IWS 4.0 enterprise, the contractor shall combine, consolidate, and integrate the information and processes at the PEO IWS 4.0 level. This is defined as the ability to recognize the interdependencies/interrelationships of the PEO IWS 4.0 international programs in foreign military sales and international engagement/cooperation programs with each other as well as with the functional support areas of Systems Engineering, Logistics, Test & Evaluation, and Foreign Disclosure and effectively integrating Program Management efforts across all areas. This is of paramount importance to PEO IWS 4.0 as it underlies the entire support organization, defines its structure, and indicates its overall effectiveness in accomplishing mission objective. Under the technical management task the contractor shall:

- a. Coordinate PEO IWS 4.0 program support efforts with various NAVSEA Offices and field activities, external Navy and Government organization, production contractors, and other support contractors.
- b. Forecast upcoming/recurring PEO IWS 4.0 technical meetings, milestone reviews and events; recommend courses of action and provide advance draft deliverables to senior personnel in anticipation of program needs.
- c. Support the PEO IWS 4.0 Technical Director and engineering staff in the execution of planned and emergent work tasks (for example, assistance in drafting, coordinating, and tracking the status of senior level programmatic/financial briefing packages, audit responses, PEO/NAVSEA/IWS 4.0/Action Items, and external data requests).
- d. Provide shore-based Configuration Data Managers (CDMs) who have access to and are proficient in the use of Configuration Data Managers Database - Open Architecture (CDMD-OA) to facilitate tracking the status and maintenance of naval equipment and related logistics items (drawings, manuals, etc.) on ships and naval activities around the world. The CDMs will work with IWS 4.0, NAVSEA, NAVSUP, NSWC, and FMS/International Customers to ensure logistics/engineering data integrity for the purpose of optimizing sustainment in a timely, effective, and efficient manner.
- e. Assist in the U.S. Government's coordination with Foreign Embassies and Governments for international visits at the Executive or Flag Level.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 26 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- f. Prepare, coordinate and track draft technical correspondence.
- g. Draft and maintain technical event inputs into the IWS 4.0 program office master calendar and schedules.
- h. Prepare and coordinate spreadsheets and graphic/presentation material for PEO IWS 4.0 technical and engineering programs.
- i. Generate, review, and update technical meeting agendas and action item lists.
- j. Provide analysis and recommendations regarding the development, testing, implementation, and execution of proposed program protection, system security and anti-tamper solutions for weapons and combat systems.
- k. Assist with acquisition development, including long-range planning for combat system capabilities and milestones, for foreign navies to ensure all of their requirements are included, or planned to be included, in proposed USN/FMS baselines.
- l. Support proposal evaluations [gi10] [BJWCPI411] (limited to advice and assistance for contract proposals), including price/cost analysis or technical proposal analysis using subject matter expertise.
- m. Develop technical approaches, interface analysis and solutions for integration of US systems into foreign ship designs.
- n. Support Systems Engineering processes and reviews to include drafting and staffing of Systems Engineering Plans and support for technical review processes. The contractor shall be familiar with the NAVSEA/PEO IWS Technical Review Manual and able to support the government in coordinating reviews, establishing entrance and exit criteria, and drafting and staffing all required reports.
- o. Develop master program schedules with critical path assessments.
- p. Perform technical assessments of models and simulations used in system integration and test facilities; review and comment on modeling and simulation development and verification, validation & accreditation (VV&A) documentation.
- q. Perform weapons systems and advanced technology analysis.
- r. Plan, organize, participate in, and conduct, In-Progress Reviews (IPRs), Integrated Product Teams (IPTs), Design Reviews, Technical Interchange Meetings (TIMs), Working Groups (WGs), steering groups/committees and other programmatic or technical meetings and provide assessment and recommendations to PEO IWS 4.0 personnel as appropriate.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 27 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- s. Provide technical support to IPTs, TIMs, and WGs including: Systems Engineering, Software Development and Maintenance, Modeling & Simulation, Manufacturing, Ship Integration, and Test and Evaluation (T&E).
- t. Develop and/or review technical inputs for specifications and maintenance of traceability back to the top level requirements documents.
- u. Develop transition plans and supporting documentation for transition of development programs to life cycle support.
- v. Perform system evaluations, system engineering studies, and trade-off studies.
- w. Assess technology readiness levels and provide program risk assessments; provide risk analysis and program risk assessments for use in senior level briefings.
- x. Provide technical input and assistance in the preparation of briefings and issue papers to support development and integration concepts, configurations, and decision making.
- y. Monitor and evaluate industry concepts, designs, risk assessments and production processes.
- z. Prepare Statement(s) of Work (SOW), milestones, and deliverables for Task Planning Sheet (TPS) input, including coordinating PARM, SYSCOM, PEO, Field Activity, Lab, FFRDC, UARC, and contractor/vendor inputs.
- aa. Provide technical oversight and advice for the Task Planning process including verifying requirements versus SOWs and FMS case funding profiles.

5.1.3 International Engagement, International Cooperation, Foreign Disclosure and International Armaments Cooperation (Corporate Operating Funds)

The contractor shall provide expert engineering services in support of PEO IWS 4.0 international engagements, cooperative programs, and foreign disclosure. These efforts require technical competence to understand the full range of potential technology areas and weapons systems of interest to allied nations outside the foreign military sales cases. The contractor shall provide engineering analysis to support foreign disclosure policy deliberations and decision. Under this task, the contractor shall:

- a. Support preparations for International Forums, Reviews, or Conferences. Provide high level working papers on major program issues.
- b. Provide support for development of Memorandum of Understanding or other International Agreements for acquiring specific combat systems and engineering.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 28 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- c. Provide inputs on briefs to be provided to Foreign Navies on USN engineering processes and practices.
- d. Assist in the development of international engagement strategies and plans, including assisting in the NIPO Decision Point Review Board (DPRB) and OPNAV 5-Flags Forum.
- e. Identify and leverage “lessons learned” through open discussions and shared experiences regarding the release of new technologies.
- f. Review PEO IWS documentation and provide recommendations for release or tailoring. Recommendations shall be made in accordance with established releasability guidelines.
- g. Provide comments on briefings, papers, letters, documentation, drawings, etc. required for International Meetings and Forums.
- h. Provide technical and policy expertise necessary to review and give advice regarding commercial efforts linked to and/or impacting International and FMS programs to include review and staffing of Technical Assistance Agreements (TAAs), Manufacturing License Agreements (MLAs) and Commercial Export License requests.
- i. Assist in the development, review and staffing of Technology Transfer Security Assistance Review Board (TTSARB) documentation and Program Protection Plans.
- j. Provide technical and management support to the Technical Project Officer (TPO) in PEO IWS 4.0 with respect to managing the execution of Information Exchange Agreements/ Date Exchange Agreements (IEAs/DEAs).
- k. Coordinate with appropriate supporting organizations regarding the release of material in support of technical IEA/DEA meetings and discussions and the derive benefit from the exchanges.

6.0 GENERAL REQUIREMENTS

6.1 FACILITIES PHYSICAL LOCATION

The contractor shall provide a mix of large and small conference rooms and associated facilities within a 0.75 mile radius from the Naval Sea Systems Command/PEO IWS HQ (Joshua Humphreys Building (197)) in the Washington Navy Yard for holding Government sponsored meetings, teleconferencing, video conferencing and briefings for PEO IWS 4.0 program personnel. One of the conference rooms should seat at least 40 people and be able to support at least two meetings simultaneously. The contractor shall provide both Classified (up to SECRET level) and Unclassified conference facilities. Conference Rooms will include large white board, electronic projection and speakerphone capability.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 29 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The contractor facility shall have two individual war rooms. Each room should seat up to 25 people and have sufficient wall space to display up to three briefing packages simultaneously. Each war room shall contain:

- Large Conference Table and Chairs· Open storage for classified material - (If open storage is not already available, then approved containers, located in the war room, may be substituted)
- (1) Unclassified work station w/ Internet Access
- (1) STU or STE Phone with appropriate Crypto Key material
- (1) Classified work station up to Secret Level
- (1) Color Printer
- Electronic Projection up to Secret Classification Level with Screen
- (1) Speaker phone on Conference Table
- Walls in room to have “tacky” surface
- Classified 4-drawer safe
- Storage for Unclassified Files/supplies
- Access to classified shredder
- Large whiteboard (minimum 4 feet by 6 feet)

The contractor shall provide controlled access to the facility 24 hours a day, seven days a week. The contractor shall ensure authorized personnel have approved access and ensure that access is granted at the appropriate level. The contractor shall review and process requests for access to facilities under their control.

The contractor shall provide a receptionist to control access to its office(s) during duty hours and shall provide an escort during duty hours or as required.

The contractor shall provide handicapped access to all facilities.

The contractor shall provide and maintain the facility and all associated public utilities, office equipment and furnishings; including access controls, custodial services, information technology (IT) networks, communication equipment, and facility and IT security.

The contractor shall evaluate impacts and conduct studies to define facilities or facility improvements, locations, space needs, utilities, environmental, occupational safety and health requirements, real estate requirements and equipment as required.

The contractor shall provide an everyday office/workspace for seating up to three Foreign

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 30 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Liaison Officers (FLOs) from up to three different countries of origin. The FLOs shall each be provided with a desk, chair, visitor chair, telephone, and an internet connection. The FLO spaces shall meet all requirements of the National Industrial Security Program Operating Manual (NISPOM). The contractor shall review space allocation, assign seats, ensure workstations are adequate for FLOs, and periodically assess FLO facilities for adequacy and recommend alternatives.

The contractor shall provide capability to archive and store electronic and hardcopy historical documentation. The Contractor shall maintain a classified and unclassified document repository and be capable of receiving, processing, storing, retrieving, and transferring documents to authorized personnel in a timely manner. The contractor will maintain and protect proprietary information in segregated repositories. The contractor shall maintain a file system for correspondence, contract documentation, and historical correspondence and presentation material.

6.2 SECURITY REQUIREMENTS

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment 1) provides the Security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

All contractor personnel associated with and/or performing work relative to the resultant contract must be United States citizens and shall be cleared to a minimum of the SECRET level at time of contract award. There may be occasions when Top Secret access will be required. The Contractor must be able to obtain top secret clearance to address requirements when they arise.

6.3 TRAVEL

Although most Program Offices do not require regular or significant overseas travel, under this Task Order, overseas travel is required for the FMS program. Personnel assigned to overseas travel shall be English speaking, able to gain access to any country and possess a current U.S. passport.

Specific travel requirements (whether within the United States or overseas) are unknown at this time. As this information becomes available, the Contractor will be advised of dates and location with sufficient time to obtain the most advantageous prices. The Contractor shall adhere to the Joint Travel Regulations (JTR). The Contractor shall obtain authorization from their supported Government organization's Task Lead prior to travelling.

6.4 DELIVERABLES

As directed by the Government in writing the Contractor shall provide deliverables at necessary level of

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 31 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

classification when requested. An unclassified version will be provided, if required, to facilitate public release of the deliverable. Distribution List and Distribution Statement for the deliverable will also be provided by the government.

ACCEPTABLE QUALITY LEVEL: Products and other deliverables must be free of spelling errors, grammatically correct, correctly formatted, responsive to requested work, and fully coordinated with the appropriate stakeholders. Deliverables shall be provided to the Government within the period of time specified or requested by the Government. If no time is specified, deliverables must be provided to the Government within 30 days. All deliverables must be fully compatible with current NMCI format (or its follow-on) for Microsoft WORD, EXCEL, POWERPOINT, ACCESS, and other application programs.

The mandatory two deliveries are as follows:

Cost\Schedule Status Report (C\SSR) - Shall be delivered monthly, within 5 working days after the end of the month to the COR. The format of the data to be reported will be provided by the COR that contains all the required data elements at the specified reporting levels suitable for DoD management. The data elements requested are tailored from DI-MGMT-81476.

Integrated Program Management Report (IPMR) - Shall be delivered quarterly, Draft will be provide within 5 working days for the Quarterly Program Review (QPR) to the COR and the final will coincide with the QPR. The format of the data to be reported will be provided by the COR that contains all the required data elements at the specified reporting levels suitable for DoD management. The data elements requested are tailored from DI-MGMT-81861.

MARKING AND FORMATTING. Data shall be delivered in accordance with individual Task Orders and Technical Instructions. All reports required as deliverables under this Task Order are the property of the U. S. Government. Reports shall not contain Contractor name, logo or other identifying device.

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

6.5 MANDATORY TRAINING

The Government requires seated contractors to participate in certain mandatory training requirements. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Examples of mandatory training include, but are not limited to, Personally Identifiable Information (PII), Information Assurance, Antiterrorism briefing, OPSEC, and Trafficking in Persons basic awareness training.

7.0 SURGE AND SPECIAL STUDIES

The contractor shall provide the resources to support a surge in work. This maximum flexibility may be through the use of additional company resources or subcontracting additional support. This surge support may be for a one time task or for a continued support upon identification of the requirement. The contractor shall provide an approach to support special studies, on an as-needed basis.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 32 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006.

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 33 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

CLAUSES INCORPORATED IN FULL TEXT

*Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified in Section G, unless otherwise specified in the Technical Instructions issued under this Task Order.

INSPECTION AND ACCEPTANCE LANGUAGE FOR SERVICES

Items 7500, and Option Items (if exercised) 7501, 7600, 7601, 7700, and 7701 and Award Term Items (if awarded), 7800, 7801, 7900, and 7901 - - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.*

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 34 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/6/2016 - 5/5/2017
7500AB	5/9/2016 - 5/8/2017
7500AC	5/9/2016 - 5/8/2017
7500AD	5/9/2016 - 5/8/2017
7500AE	5/9/2016 - 5/22/2017
7500AF	5/9/2016 - 5/22/2017
7500AG	5/9/2016 - 5/22/2017
7500AH	5/9/2016 - 5/22/2017
7500AJ	5/9/2016 - 5/22/2017
7500AK	5/9/2016 - 5/8/2017
7500AL	5/9/2016 - 5/22/2017
7500AM	5/9/2016 - 5/22/2017
7500AN	5/9/2016 - 5/22/2017
7500AP	5/9/2016 - 5/22/2017
7500AQ	5/9/2016 - 5/22/2017
7500AR	5/9/2016 - 5/22/2017
7500AS	8/11/2016 - 5/22/2017
7500AT	1/16/2017 - 5/22/2017
7500AU	11/4/2016 - 5/22/2017
7600AA	5/9/2017 - 5/8/2018
7600AB	5/9/2017 - 5/8/2018
7600AD	5/9/2017 - 5/8/2018
7600AE	5/9/2017 - 5/8/2018
7600AF	5/9/2017 - 5/8/2018
7600AG	5/9/2017 - 5/8/2018
7600AH	5/9/2017 - 5/8/2018
7600AJ	5/9/2017 - 5/8/2018
7600AK	5/9/2017 - 5/8/2018
9000	10/1/2014 - 9/30/2015
9500AB	5/9/2016 - 5/8/2017
9500AC	5/9/2016 - 5/8/2017
9500AD	5/9/2016 - 5/8/2017
9500AE	5/9/2016 - 5/8/2017
9500AF	5/9/2016 - 5/8/2017
9500AG	8/11/2016 - 5/8/2017
9500AH	5/9/2016 - 5/8/2017
9500AJ	5/9/2016 - 5/8/2017
9500AK	5/9/2016 - 5/8/2017
9500AL	5/9/2016 - 5/8/2017
9500AM	5/9/2016 - 5/8/2017
9500AN	5/9/2016 - 5/8/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 35 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9500AP	5/9/2016 - 5/8/2017
9500AQ	5/9/2016 - 5/8/2017
9500AR	5/9/2016 - 5/8/2017
9600AA	5/9/2017 - 5/8/2018
9600AB	5/9/2017 - 5/8/2018
9600AD	5/9/2017 - 5/8/2018
9600AE	5/9/2017 - 5/8/2018
9600AF	5/9/2017 - 5/8/2018
9600AG	5/9/2017 - 5/8/2018
9600AH	5/9/2017 - 5/8/2018
9600AK	5/9/2017 - 5/8/2018
9600AL	5/9/2017 - 5/8/2018

For proposal purposes, the estimated date of Task Order award is 1 October 2014. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon Task Order Award

CLIN - DELIVERIES OR PERFORMANCE

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

7000	5/6/2016 - 5/5/2017
7500AB	5/9/2016 - 5/8/2017
7500AC	5/9/2016 - 5/8/2017
7500AD	5/9/2016 - 5/8/2017
7500AE	5/9/2016 - 5/22/2017
7500AF	5/9/2016 - 5/22/2017
7500AG	5/9/2016 - 5/22/2017
7500AH	5/9/2016 - 5/22/2017
7500AJ	5/9/2016 - 5/22/2017
7500AK	5/9/2016 - 5/8/2017
7500AL	5/9/2016 - 5/22/2017
7500AM	5/9/2016 - 5/22/2017
7500AN	5/9/2016 - 5/22/2017
7500AP	5/9/2016 - 5/22/2017
7500AQ	5/9/2016 - 5/22/2017
7500AR	5/9/2016 - 5/22/2017
7500AS	8/11/2016 - 5/22/2017
7500AT	1/16/2017 - 5/22/2017
7500AU	11/4/2016 - 5/22/2017
7600AA	5/9/2017 - 5/8/2018
7600AB	5/9/2017 - 5/8/2018
7600AD	5/9/2017 - 5/8/2018
7600AE	5/9/2017 - 5/8/2018
7600AF	5/9/2017 - 5/8/2018

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 36 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7600AG	5/9/2017 - 5/8/2018
7600AH	5/9/2017 - 5/8/2018
7600AJ	5/9/2017 - 5/8/2018
7600AK	5/9/2017 - 5/8/2018
9000	10/1/2014 - 9/30/2015
9500AB	5/9/2016 - 5/8/2017
9500AC	5/9/2016 - 5/8/2017
9500AD	5/9/2016 - 5/8/2017
9500AE	5/9/2016 - 5/8/2017
9500AF	5/9/2016 - 5/8/2017
9500AG	8/11/2016 - 5/8/2017
9500AH	5/9/2016 - 5/8/2017
9500AJ	5/9/2016 - 5/8/2017
9500AK	5/9/2016 - 5/8/2017
9500AL	5/9/2016 - 5/8/2017
9500AM	5/9/2016 - 5/8/2017
9500AN	5/9/2016 - 5/8/2017
9500AP	5/9/2016 - 5/8/2017
9500AQ	5/9/2016 - 5/8/2017
9500AR	5/9/2016 - 5/8/2017
9600AA	5/9/2017 - 5/8/2018
9600AB	5/9/2017 - 5/8/2018
9600AD	5/9/2017 - 5/8/2018
9600AE	5/9/2017 - 5/8/2018
9600AF	5/9/2017 - 5/8/2018
9600AG	5/9/2017 - 5/8/2018
9600AH	5/9/2017 - 5/8/2018
9600AK	5/9/2017 - 5/8/2018
9600AL	5/9/2017 - 5/8/2018

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

7001	10/1/2014 - 9/30/2015
7100	10/1/2015 - 9/30/2016
7101	10/1/2015 - 9/30/2016
7200	10/1/2016 - 9/30/2017
7201	10/1/2016 - 9/30/2017
7500AA	5/9/2016 - 5/8/2017
7501AA	5/9/2016 - 5/8/2017
7601AA	5/9/2017 - 5/8/2018
7700AA	5/9/2018 - 5/8/2019
7701AA	5/9/2018 - 5/8/2019
9100	10/1/2015 - 9/30/2016

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 37 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9200	10/1/2016 - 9/30/2017
9500AA	5/9/2016 - 5/8/2017
9700AA	5/9/2018 - 5/8/2019

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the Award Term Items are as follows:

7300	10/1/2017 - 9/30/2018
7301	10/1/2017 - 9/30/2018
7400	10/1/2018 - 9/30/2019
7401	10/1/2018 - 9/30/2019
7800AA	5/9/2019 - 5/8/2020
7801AA	5/9/2019 - 5/8/2020
7900AA	5/9/2020 - 5/8/2021
7901AA	5/9/2020 - 5/8/2021
9300	10/1/2017 - 9/30/2018
9400	10/1/2018 - 9/30/2019
9800AA	5/9/2019 - 5/8/2020
9900AA	5/9/2020 - 5/8/2021

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)
52.247-29 FOB ORIGIN (FEB 2006)

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 38 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

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

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

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 39 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command
ATTN: Wayne Dykstra, PEO IWS 4.0
1333 Isaac Hull Ave Washington Navy Yard
Washington DC, DC 20376
Telephone: 202-781-2383
e-mail: wayne.dykstra@navy.mil

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Marc Stiles, SEA 021
1333 Isaac Hull Avenue, SE Washington Navy Yard, DC 20376
Telephone: 202-781-0584
e-mail: Marc.Stiles@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

NSWC Crane Division
Attn: Michael Morguson
300 Hwy 361, Bldg 121, Crane, IN 47522
Telephone: 812-854-3340
e-mail: michael.morguson@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

NSWC Crane Division
Attn: Jason West
300 Hwy 361, Bldg 121, Crane, IN 47522
Telephone: 812-854-4474
e-mail: jason.west2@navy.mil

The Government reserves the right to unilaterally change the points of contact at anytime.

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.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 40 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“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 (Cost Reimbursable, T&M , LH, or FPI)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00164
Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00164
Service Acceptor (DoDAAC)	N00164
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/A

*(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance*

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 41 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

locations apply, or “Not applicable.”)

(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.

wayne.dykstra@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.

WAWF Helpdesk at WAWFHQ@navy.mil

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

(End of clause)

TYPE OF ORDER

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

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

CNIN-G-0001 INVOICING DOCUMENTATION FOR COST VOUCHERS (JULY 2015)

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Task level. The supporting data should clearly reflect the JO/TO and Task identifier for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 42 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
Labor Detail (Prime and Subcontractor)	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	
Cumulative direct labor costs	
Non-Labor Detail – detail provided for current billing period only	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/Task	TO and/or Task identifier

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 44 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted] [Redacted] [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 47 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 48 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

NAVSEA 5252.232-9104 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:

See Sections B, G, and F

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 7500AB, 7500AC, 7500AD, 7500AE, 7500AF, 7500AG, 7500AH, 7500AJ, 7500AK, 7500AL, 7500AM, 7500AN, 7500AP, 7500AQ, 7500AR, **7500AS**, 9500AB, 9500AC, 9500AD, 9500AE, 9500AF, **9500AG**, 9500AH, 9500AJ, 9500AK, 9500AL, 9500AM, 9500AN, 9500AP, 9500AQ, 9500AR 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.

NAVSEA 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 **242,650** 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.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 49 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ (Offeror to fill-in) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 50 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

**NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM
(OCT 2006)**

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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

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

GIDEP Operations Center
P.O. Box 8000

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 51 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.237-9106 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 52 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 53 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

FAR 52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
FAR 52.216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)
FAR 52.216-8 -- FIXED FEE (MAR 1997)
FAR 52.216-11--COST CONTRACT--NO FEE (APR 1984)
FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
FAR 52.232-20 -- LIMITATION OF COST (APR 1984)
FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)
FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)
FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
FAR 52.244-2 -- SUBCONTRACTS. (OCT 2010)
FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)
252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)
252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)
252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)
252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)
252.227-7015 -- RIGHTS IN TEHCNICAL DATA-COMMERCIAL ITEMS (JUN 2013)
252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENTFURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 54 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision— “Administrative proceeding” means a non-judicial Process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. “Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 55 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Incentive Fee (CPIF) and Cost Plus Fixed Fee (CPFF) type Task order resulting from this solicitation with cost reimbursable ODC CLINs, Cost Plus Fixed Fee (CPFF) surge/special studies CLINS, and provisions for Award Term, which include a one-year base period, two one-year Option periods, and two one-year Award Term periods for a maximum of five (5) years total length.

FAR 52.216-10 INCENTIVE FEE (JUN 2011)

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

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

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

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

(c) *Withholding of payment.*

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

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

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

(e) *Fee payable.*

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than 8 percent or less than 1 percent of the target cost. In no event shall the proposed target fee be greater than 5.5 percent.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 56 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(i) Payments made under assignments; or

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

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

(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of—

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

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

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

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

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

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

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

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

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

(End of clause)

FAR 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 delivery order by written notice(s) to the

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 57 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

7001	No later than 12 months after the Task Order Award.
7600	No later than 24 months after the Task Order Award.
7601	No later than 24 months after the Task Order Award.
7700	No later than 36 months after the Task Order Award.
7701	No later than 36 months after the Task Order Award.
9600	No later than 24 months after the Task Order Award.
9700	No later than 36 months after the Task Order Award.

(b) If the Government exercises this option, the extended delivery order 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 manhours 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 manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.219-14 Limitations on Subcontracting (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

FAR 52.244-2 -- Subcontracts (June 2007)

(a) Definitions. As used in this clause—

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

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 58 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

contractor 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 IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. 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 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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 59 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Standards when such data are required 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 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 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 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:

Alion Science and Technology Corp.

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. N00178-04-D-4138-EH04	AMENDMENT/MODIFICATION NO. 05	PAGE 60 of 60	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 3- Non Disclosure Agreement

Attachment 1- DD254

Attachment 2- Award Term Plan

Attachment_4_-_Key_Personnel