

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
04

3. EFFECTIVE DATE
19-Oct-2016

4. REQUISITION/PURCHASE REQ. NO.
N00178-04-D-4138-EH0504

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

6. ISSUED BY CODE

N00024

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

S2101A

Naval Sea Systems Command (NAVSEA)
BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376-2040
roy.williams@navy.mil 202-781-3106

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-3375

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4138-EH05

10B. DATED (SEE ITEM 13)

25-May-2016

CAGE CODE 1SCQ8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

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

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

John A Sullivan, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/John A Sullivan

(Signature of Contracting Officer)

19-Oct-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification to T.O. N00178-04-D-4138-EH05 is to:

- Under **Section G, Contract Administration Data**, update PCO and POR Information

Accordingly, the subject contract is modified as follows:

- Under **Section G, Contract Administration Data**, update PCO and POR Information

FROM:

PROCURING CONTRACTING OFFICER (PCO)
Naval Sea Systems Command
Attn: John Sullivan, SEA 02
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-1843
e-mail: john.j.sullivan3@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)*
Naval Sea Systems Command
Attn: Roy Williams
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: (202) 781-1899
e-mail: roy.williams@navy.mil

TO:

PROCURING CONTRACTING OFFICER (PCO)
NSWC Indian Head
Attn: Amanda Woodard
4081 North Jackson Road
Indian Head, MD 20640
Telephone: (301) 744-6657
e-mail: amanda.m.woodard@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)
NSWC Indian Head
Attn: Jennifer Barnidge
4081 North Jackson Road
Indian Head, MD 20640
Telephone: (301) 744-6638
e-mail: jennifer.barnidge@navy.mil

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

[REDACTED]

The total value of the order is hereby increased from \$ [REDACTED].

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

CLIN/SLIN From To

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 1 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Task 1 - Program Management (Notes A, and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7001	R408	Task 2 - Engineering/Technical (Notes A, and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7002	R408	Task 3 - Financial (Notes A, and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7003	R408	Task 4 - Case Management(Notes A, and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7009		Data CLIN-CDRL's (NSP) (Notes A, and E)	1.0	LO			NSP

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R408	Task 1 - Program Management for Option Year 1 (Notes A, B and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7101	R408	Task 2 - Engineering/Technical for Option Year 1 (Notes A, B and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7102	R408	Task 3 - Financial for Option Year 1 (Notes A, B and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7103	R408	Task 4 - Case Development for Option Year 1 (Notes A, B and E)	0.0	LH	\$0.00	\$0.00	\$0.00

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Fund Type - TBD)					
		Option					
7200	R408	Task 1 - Program Management for Option Year 2 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7201	R408	Task 2 - Engineering/Technical for Option Year 2 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7202	R408	Task 3 - Financial for Option Year 2 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7203	R408	Task 4 - Case Development for Option Year 2 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7300	R408	Task 1 - Program Management for Option Year 3 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7301	R408	Task 2 - Engineering/Technical for Option Year 3 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7302	R408	Task 3 - Financial for Option Year 3 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7303	R408	Task 4 - Case Development for Option Year 3 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7400	R408	Task 1 - Program Management for Option Year 4 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7401	R408	Task 2 - Engineering/Technical for Option Year 4 (Notes A, B and E) (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7402	R408	Task 3 - Financial for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7403	R408	Task 4 - Case Development for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	0.0	LH	\$0.00	\$0.00	\$0.00
7500							
7500AA	R408	Task 1 - Program Management (Notes A, and E) (Fund Type - TBD)	746.0	LH			
7500AB	R408	2410(a) Authority is hereby invoked FMS Admin (FMS Case #xx-x-xxx)	5913.0	LH			
7500AC	R408	Task One - Program Management Support Services, Base Year (AT-P-GMD) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GMD)	1703.0	LH			
7500AD	R408	Task One - Program Management Support Services, Base Year (AT-P-GPW) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GPW)	511.0	LH			
7500AE	R408	Task One - Program Management Support Services, Base Year (AT-P-GTN) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GTN)	425.0	LH			
7500AF	R408	Task One - Program Management Support Services, Base Year (AT-P-LZT) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-LZT)	85.0	LH			
7500AG	R408	Task One - Program Management Support Services, Base Year (NZ-P-GDK) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #NZ-P-GDK)	294.0	LH			
7500AH	R408	Task One - Program Management Support Services, Base Year (SR-P-RBT) SOW TASK ID:4.1.3;4.1.4;4.1.8 (FMS Case #SR-P-RBT)	2453.0	LH			
7500AJ	R408	Task One - Program Management Support Services, Base Year (GR-P-GCM) SOW TASK ID:4.1.4	341.0	LH			

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(FMS Case #GR-P-GCM)					
7500AK	R408	Task One - Program Management Support Services, Base Year (TK-P-SDA) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #TK-P-SDA)	1347.0	LH	██████████	██████████	██████████
7500AL	R408	Task One - Program Management Support Services, Base Year (BA-P-GAV) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #BA-P-GAV)	343.0	LH	██████████	██████████	██████████
7500AM	R408	Task One - Program Management Support Services, Base Year (EG-P-GJO) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #EG-P-GJO)	9279.0	LH	██████████	██████████	██████████
7500AN	R408	Task One - Program Management Support Services, Base Year (EG-P-GIL) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #EG-P-GIL)	3577.0	LH	██████████	██████████	██████████
7500AP	R408	Task One - Program Management Support Services, Base Year (EG-P-GJC) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #EG-P-GJC)	1363.0	LH	██████████	██████████	██████████
7500AQ	R408	Task One - Program Management Support Services, Base Year (EG-P-GJH) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #EG-P-GJH)	3577.0	LH	██████████	██████████	██████████
7500AR	R408	Task One - Program Management Support Services, Base Year (JA-P-LCC) SOW TASK ID:4.1.8 (FMS Case #JA-P-LCC)	4569.0	LH	██████████	██████████	██████████
7500AS	R408	Task One - Program Management Support Services, Base Year (PL-P-GAX) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #PL-P-GAX)	290.0	LH	██████████	██████████	██████████
7500AT	R408	Task One - Program Management Support Services, Base Year (IS-P-GLX) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #IS-P-GLX)	170.0	LH	██████████	██████████	██████████
7500AU	R408	Task One - Program Management Support Services, Base Year (IT-P-GAC) SOW TASK ID:4.1.3;4.1.4;4.1.8	2322.0	LH	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(FMS Case #IT-P-GAC)					
7500AV	R408	Task One - Program Management Support Services, Base Year (ADMIN 01C) SOW TASK ID:4.1.3 2410(a) Authority is hereby invoked (FMS Case #xx-x-xxx)	194.0	LH	██████████	██████████	██████████
7500AW	R408	Task 1 ? Program Management Support Services, Base Year (NIPO) 2410(a) Authority is hereby invoked (FMS Case #xx-x-xxx)	7084.0	LH	██████████	██████████	██████████
7501							██████████
7501AA	R408	Task 2 - Engineering/Technical (Notes A, and E) (Fund Type - TBD)	28.0	LH	██████████	██████████	██████████
7501AB	R408	2410(a) Authority is hereby invoked FMS Admin (FMS Case #xx-x-xxx)	3573.0	LH	██████████	██████████	██████████
7501AC	R408	Task Two - Engineering Technical Support Services, Base Year (AT-P-GPM) SOW TASK ID:4.2;4.2.1 (FMS Case #AT-P-GPM)	419.0	LH	██████████	██████████	██████████
7501AD	R408	Task Two - Engineering Technical Support Services, Base Year (SR-P-RBT) SOW TASK ID:4.2;4.2.1 (FMS Case #SR-P-RBT)	2427.0	LH	██████████	██████████	██████████
7501AE	R408	Task Two - Engineering Technical Support Services, Base Year (TW-P-GOU) SOW TASK ID:4.2;4.2.1 (FMS Case #TW-P-GOU)	3124.0	LH	██████████	██████████	██████████
7501AF	R408	Task Two - Engineering Technical Support Services, Base Year (GR-P-GCM) SOW TASK ID:4.2;4.2.1 (FMS Case #GR-P-GCM)	1489.0	LH	██████████	██████████	██████████
7501AG	R408	Task Two - Engineering Technical Support Services, Base Year (GY-P-GPK) SOW TASK ID:4.2;4.2.1 (FMS Case #GY-P-GPK)	2635.0	LH	██████████	██████████	██████████
7501AH	R408	Task Two - Engineering Technical Support Services, Base Year (UK-P-FBL) SOW TASK ID:4.2;4.2.1 (FMS Case #UK-P-FBL)	300.0	LH	██████████	██████████	██████████
7501AJ	R408	Task Two - Engineering Technical Support Services, Base Year (BA-P-GAV) SOW TASK ID:4.2;4.2.1 (FMS Case #BA-P-GAV)	306.0	LH	██████████	██████████	██████████
7501AK	R408	Task Two - Engineering Technical Support Services, Base Year (EG-P-GJO) SOW TASK ID:4.2;4.2.1	2243.0	LH	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(FMS Case #EG-P-GJO)					
7501AL	R408	Task Two - Engineering Technical Support Services, Base Year (EG-P-GIL) SOW TASK ID:4.2;4.2.1 (FMS Case #EG-P-GIL)	2243.0	LH	██████████	██████████	██████████
7501AM	R408	Task Two - Engineering Technical Support Services, Base Year (EG-P-GJC) SOW TASK ID:4.2;4.2.1 (FMS Case #EG-P-GJC)	1379.0	LH	██████████	██████████	██████████
7501AN	R408	Task Two - Engineering Technical Support Services, Base Year (EG-P-GJH) SOW TASK ID:4.2;4.2.1 (FMS Case #EG-P-GJH)	2243.0	LH	██████████	██████████	██████████
7501AP	R408	Task Two - Engineering Technical Support Services, Base Year (PL-P-GAX) SOW TASK ID:4.2;4.2.1 (FMS Case #PL-P-GAX)	119.0	LH	██████████	██████████	██████████
7501AQ	R408	Task Two - Engineering Technical Support Services, Base Year (IS-P-GLX) SOW TASK ID:4.2;4.2.1 (FMS Case #IS-P-GLX)	69.0	LH	██████████	██████████	██████████
7501AR	R408	Task Two - Engineering Technical Support Services, Base Year (PK-P-SCA) SOW TASK ID:4.2;4.2.1 (FMS Case #PK-P-SCA)	552.0	LH	██████████	██████████	██████████
7501AS	R408	Task Two - Engineering Technical Support Services, Base Year (IT-P-GAC) SOW TASK ID:4.2.1 (FMS Case #IT-P-GAC)	2568.0	LH	██████████	██████████	██████████
7501AT	R408	Task 2 - Engineering Technical Support Services, Base Year SOW TASK ID:4.2.1 (FMS Case #IQ-P-GAM)	3934.0	LH	██████████	██████████	██████████
7501AU	R408	Task 2 ? Engineering Technical Support Services, Base Year (PMS 326) 2410(a) Authority is hereby invoked (FMS Case #xx-x-xxx)	1351.0	LH	██████████	██████████	██████████
7502							██████████
7502AA	R408	Task 3 - Financial (Notes A, and E) (Fund Type - TBD)	11711.0	LH	██████████	██████████	██████████
7502AB	R408	2410(a) authority is hereby invoked FMS Admin (FMS Case #xx-x-xxx)	2682.0	LH	██████████	██████████	██████████
7502AC	R408	Task Three - Financial Management Services, Base Year (TW-P-GOU) SOW TASK ID:4.3.4;4.3.5;4.3.7 (FMS Case #TW-P-GOU)	4548.0	LH	██████████	██████████	██████████

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7800AA	R408	Task 1 - Program Management for Option Year 3 (Notes A, B and E) (Fund Type - TBD) Option	35000.0	LH	██████████	██████████	
7801							██████████
7801AA	R408	Task 2 - Engineering/Technical for Option Year 3 (Notes A, B and E) (Fund Type - TBD) Option	38000.0	LH	██████████	██████████	
7802							██████████
7802AA	R408	Task 3 - Financial for Option Year 3 (Notes A, B and E) (Fund Type - TBD) Option	30000.0	LH	██████████	██████████	
7803							██████████0
7803AA	R408	Task 4 - Case Development for Option Year 3 (Notes A, B and E) (Fund Type - TBD) Option	8000.0	LH	██████████	██████████	
7900							██████████
7900AA	R408	Task 1 - Program Management for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	35000.0	LH	██████████	██████████	
7901							██████████
7901AA	R408	Task 2 - Engineering/Technical for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	38000.0	LH	██████████	██████████	
7902							██████████
7902AA	R408	Task 3 - Financial for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	30000.0	LH	██████████	██████████	
7903							██████████
7903AA	R408	Task 4 - Case Development for Option Year 4 (Notes A, B and E) (Fund Type - TBD) Option	8000.0	LH	██████████	██████████	

For ODC Items:

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	ODC in support of the 7000 Series CLINs (Note C) (Fund Type - TBD) Option	1.0	LO	\$0.00
9100	R408	ODC in support of the 7100 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	\$0.00
9200	R408	ODC in support of the 7200 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	\$0.00
9300	R408	ODC in support of the 7300 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	\$0.00
9400	R408	ODC in support of the 7400 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	\$0.00
9500					██████████
9500AA	R408	ODC in support of the 7500 Series CLINs (Note C) (Fund Type - TBD)	1.0	LO	██████████
9500AB	R408	2410(a) Authority is hereby invoked FMS Admin (FMS Case #xx-x-xxx)	1.0	LO	██████████
9500AC	R408	2410(a) Authority is hereby invoked FMS Admin (FMS Case #xx-x-xxx)	1.0	LO	██████████
9500AD	R408	TRAVEL in support of Tasks 1-3, Base Year (AT-P-GMD) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GMD)	1.0	LO	██████████
9500AE	R408	ODC in support of Tasks 1-3, Base Year (AT-P-GMD) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GMD)	1.0	LO	██████████
9500AF	R408	TRAVEL in support of Tasks 1-3, Base Year (AT-P-GPW) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GPW)	1.0	LO	██████████
9500AG	R408	ODC in support of Tasks 1-3, Base Year (AT-P-GPW) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GPW)	1.0	LO	██████████
9500AH	R408	ODC in support of Tasks 1-3, Base Year (AT-P-GTN) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #AT-P-GTN)	1.0	LO	██████████
9500AJ	R408	TRAVEL in support of Tasks 1-3, Base Year (NZ-P-GDK) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #NZ-P-GDK)	1.0	LO	██████████0
9500AK	R408	ODC in support of Tasks 1-3, Base Year (NZ-P-GDK) SOW TASK ID:4.1.2;4.1.3;4.1.4 (FMS Case #NZ-P-GDK)	1.0	LO	██████████
9500AL	R408	TRAVEL in support of Tasks 1-3, Base Year (SR-P-RBT) SOW TASK ID:4.2;4.2.1 (FMS Case #SR-P-RBT)	1.0	LO	██████████
9500AM	R408	TRAVEL in support of Tasks 1-3, Base Year (TW-P-GOU) SOW TASK ID:4.2;4.2.1 (FMS Case #TW-P-GOU)	1.0	LO	██████████
9500AN	R408	ODC in support of Tasks 1-3, Base Year (TW-P-GOU) SOW TASK ID:4.2;4.2.1 (FMS Case #TW-P-GOU)	1.0	LO	██████████

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9500AP	R408	TRAVEL in support of Tasks 1-3, Base Year (GR-P-GCM) SOW TASK ID:4.2;4.2.1 (FMS Case #GR-P-GCM)	1.0	LO	██████████
9500AQ	R408	TRAVEL in support of Tasks 1-3, Base Year (GY-P-GPK) SOW TASK ID:4.2;4.2.1 (FMS Case #GY-P-GPK)	1.0	LO	██████████
9500AR	R408	ODC in support of Tasks 1-3, Base Year (GY-P-GPK) SOW TASK ID:4.2;4.2.1 (FMS Case #GY-P-GPK)	1.0	LO	██████████
9500AS	R408	ODC in support of Tasks 1-3, Base Year (TK-P-SDA) SOW TASK ID:4.1.2;4.1.3;4.1.8 (FMS Case #TK-P-SDA)	1.0	LO	██████████0
9500AT	R408	TRAVEL in support of Tasks 1-3, Base Year (UK-P-FBL) SOW TASK ID:4.2;4.2.1 (FMS Case #UK-P-FBL)	1.0	LO	██████████
9500AU	R408	TRAVEL in support of Tasks 1-3, Base Year (BA-P-GAV) SOW TASK ID:4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #BA-P-GAV)	1.0	LO	██████████
9500AV	R408	TRAVEL in support of Tasks 1-3, Base Year (EG-P-GJO) SOW TASK ID:4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GJO)	1.0	LO	██████████
9500AW	R408	ODC in support of Tasks 1-3, Base Year (EG-P-GJO) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GJO)	1.0	LO	██████████
9500AX	R408	TRAVEL in support of Tasks 1-3, Base Year (EG-P-GIL) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GIL)	1.0	LO	██████████
9500AY	R408	ODC in support of Tasks 1-3, Base Year (EG-P-GIL) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GIL)	1.0	LO	██████████
9500AZ	R408	TRAVEL in support of Tasks 1-3, Base Year (EG-P-GJC) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GJC)	1.0	LO	██████████
9500BA	R408	TRAVEL in support of Tasks 1-3, Base Year (EG-P-GJH) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GJH)	1.0	LO	██████████
9500BB	R408	ODC in support of Tasks 1-3, Base Year (EG-P-GJH) SOW TASK ID: 4.1.2;4.1.3;4.1.8;4.2;4.2.1 (FMS Case #EG-P-GJH)	1.0	LO	██████████
9500BC	R408	ODC in support of Tasks 1-3, Base Year (PL-P-GAX) SOW TASK ID:4.2;4.2.1 (FMS Case #PL-P-GAX)	1.0	LO	██████████
9500BD	R408	TRAVEL in support of Tasks 1-3, Base Year (IT-P-GAC) SOW TASK ID:4.2.1 (FMS Case #IT-P-GAC)	1.0	LO	██████████
9500BE	R408	ODC in support of Tasks 1-3, Base Year (ADMIN 01C) SOW TASK ID:4.1.3 2410(a) Authority is hereby invoked. (FMS Case #xx-x-xxx)	1.0	LO	██████████
9500BF	R408	ODC in support of Task 2, Base Year SOW TASK ID:4.2.1 (FMS Case #IQ-P-GAM)	1.0	LO	██████████
9500BG	R408	Travel in support of Task 1-3, Base Year (NIPO) 2410(a) Authority is hereby invoked (FMS Case #xx-x-xxx)	1.0	LO	██████████
9600					██████████
9600AA	R408	ODC in support of the 7600 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	██████████
9700					██████████

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9700AA	R408	ODC in support of the 7700 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	██████████0
9800					██████████
9800AA	R408	ODC in support of the 7800 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	██████████
9900					██████████
9900AA	R408	ODC in support of the 7900 Series CLINs (Note B and C) (Fund Type - TBD) Option	1.0	LO	\$ ██████████

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F.

The **(HQ B-2-2015) PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I)** clause and **(NAVSEA 5252.216-9122) LEVEL OF EFFORT -ALTERNATE 1 (MAY 2010)** clause apply to these items.

Subcontractor Labor shall be billed under these line items.

NOTE B: OPTION

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

NOTE C: OTHER DIRECT COST (ODC)

The ODC CLINs are in support of the full SOW. Total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror.

These items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs. The Government estimates ODCs inclusive of travel costs for this Task Order to be, unburdened, no more than the following:

\$600,000 for the Base Year (CLIN 9500)

\$600,000 for Option Year 1 (CLIN 9600)

\$600,000 for Option Year 2 (CLIN 9700)

\$600,000 for Option Year 3 (CLIN 9800)

\$600,000 for Option Year 4 (CLIN 9900)

NOTE D: CONTRACT DATA REQUIREMENTS LIST (CDRL)

Data is "Not Separately Priced."

Price included in the price of Labor CLIN(s). Offeror shall propose \$0.00 for the Line Item(s).

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

NOTE E: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including Cost of Money (COM), if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed necessary columns may be added.

Hourly Rates				Totals	
CLIN	Qty (Hrs) Estimated	Estimated Cost/Hr (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
7500	35,000				
7501	38,000				
7502	30,000				
7503	8,000				
7600	35,000				
7601	38,000				
7602	30,000				
7603	8,000				
7700	35,000				
7701	38,000				
7702	30,000				
7703	8,000				
7800	35,000				
7801	38,000				
7802	30,000				
7803	8,000				
7900	35,000				
7901	38,000				
7902	30,000				
7903	8,000				

Note: The Fixed Fee shall be proposed by the Offeror and shall not exceed [REDACTED]. In the event of award, fee billed per hour shall be consistent with what is proposed in the above table.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

The entire order is cost type.

Cost-Only CLINS:

9500, 9600, 9700, 9800, and 9900;

Fixed Fee CLINS:

7500, 7501, 7502, 7503, 7600, 7601, 7602, 7603, 7700, 7701, 7702, 7703, 7800, 7801, 7802, 7803, 7900, 7901, 7902, and 7903;

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

For purposes of determining residual dollar amounts offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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

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

HQ B-2-0012 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.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 7050, 7501, 7502, and 7503 and if exercised CLINS 7600, 7601, 7602, 7603, 7700, 7701, 7702, 7703, 7800, 7801, 7802, 7803, 7900, 7901, 7902, and 7903.)

(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)

(Applicable to CLIN 9500, and if exercised CLINs 9600, 9700, 9800, and 9900)

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

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

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

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

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

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

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background

The International Fleet Support Program Office (IFSPO) PMS 326 executes and administers Foreign Military Sales (FMS) cases. PMS 326 primarily provides follow-on technical support (FOTS) to foreign navies. The purpose of this program is to provide eligible Foreign Navies access to a broad range of Life Cycle Support and other related services associated with the acquisition, operation, upgrade, modification, modernization, and maintenance of naval vessels within their inventory. The size and complexity of assigned FMS cases vary widely. The purpose of this contract is to assist PMS 326 in day-to-day management of Security Assistance programs and assigned FMS cases.

2.0 Scope

The contractor shall provide administrative and technical support to PMS 326. The contractor will be required to interact with NAVSEA personnel at various activities and echelon levels and occasionally other U.S. Navy and Government organizations coordinated by the NAVSEA Country Manager. Communication will primarily occur between contractor and government personnel within NAVSEA and affiliated Program Executive Offices (PEOs), but contractor personnel will likely communicate with Defense Security Cooperation Agency (DSCA), Navy Supply Systems Command (NAVSUP), Defense Finance Accounting Service (DFAS-DE), Navy International Programs Office (NIPO) and a variety of other Government agencies, Navy field activities and third-party Contractors.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently governmental functions. All tasks executed during the performance of this contract shall be at Government direction. The contractor and its employees shall not represent the Government, nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification identifying themselves as contractor personnel. At all meetings, conferences, or sessions with Government personnel, contractor personnel shall clearly identify their status as contractor employees. All deliverables under this contract are property of the U.S. Government.

Work executed under this contract will be through an FMS case and the FMS Administrative (Admin) process.

3.0 Specific Tasks

The Contract Line Item Numbers (CLIN) will be broken out by functional areas. The core functional areas related to IFSPO/Code PMS 326 Headquarters (HQ) Support are:

CLIN 7500: Professional/Program Management Support Services – FMS ADMIN/Case Funded (Task One)

CLIN 7501: Engineering Support Services – FMS ADMIN/Case Funded (Task Two)

CLIN 7502: Financial Management Services – FMS ADMIN/Case Funded (Task Three)

CLIN 7503: Case Development – FMS ADMIN Funded (Task Four)

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CLIN 9500: Travel/Other Direct Costs (ODCs)

The scope of this contract entails multiple FMS Cases. FMS Cases will be identified separately as Sub Line Item Numbers (SLINs). FMS Admin-funded tasks will also be identified by a separate SLIN. Work under each individual SLIN is considered to be a distinct effort unique to that SLIN. Additional SLINs may be added/deleted as requirements are processed through the IFSP. Within 90 days of the end of a period of performance year, the contractor shall submit to the PCO, actuals by SLIN showing total hours worked and actual other direct costs incurred. The Navy will audit this submittal, and a final closeout of the period of performance year will be executed within 180 days of the end of the foresaid year.

4.1 Professional/Program Management Support Services – (TASK ONE)

The contractor must be familiar with, and have a working knowledge of, Department of Defense (DoD) and the Department of the Navy (DoN) Security Assistance, International Cooperative, and FMS programs.

Additionally, the contractor must have a working knowledge of the applicable DoD, DoN, and NAVSEA instructions and regulations, for example, DoD 5105.38M, and the Security Assistance Management Manual (SAMM). The contractor should be familiar with the Security Cooperation Information Portal (SCIP) and Security Cooperation Enterprise Solution (SCES), as those systems relate to FMS case management efforts.

4.1.1 The contractor shall prepare standardized documents, policies, and procedures such as draft FMS Internal Program Directives (IPD) and draft FMS Instructions.

4.1.2 The contractor shall update and maintain existing databases, or develop new databases, if required. This includes routine updating of FMS Management Information System (MIS) files such as the Correspondence Tracking System, data validation, and the periodic extraction of standard reports from those data files. Use of Commercial-off-the-Shelf (COTS) applications is encouraged.

4.1.3 The contractor shall provide Program Management administrative and technical support services. The contractor may be required to gather, analyze, and provide data from a variety of sources in preparation for reviews and meetings. The contractor shall produce this data in the form of various exhibits, reports, letters, schedules, studies, charts, and presentation material in electronic format. The contractor may be required to attend meetings with PMS 326 personnel, prepare agendas and documents, take minutes, and maintain records of these meetings.

4.1.4 The contractor shall provide administrative and technical support services for acquisition support. For example, the contractor shall research, produce, maintain, and enter FMS Case financial and end item cost data into database(s) that assist in the preparation of programmatic reports specific to the needs of the individual purchaser, e.g. Shipping Material Delivery Report (SMDR), multiagency task reporting databases, case management tracking systems as they relate to life-cycle project management, case management, and follow-on support activities.

4.1.5 The contractor shall provide a storage space between 150 and 300 square feet for case files. Depending on the number of foreign officers on site, the contractor may also be required to provide office space for up to three foreign nationals who are assigned to the Washington, D.C. area. The storage facility and office spaces shall be located within a 10 to 15 mile radius of Team Ships headquarters at the Washington Navy Yard, Washington, D.C. The office space should

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

include furnishings appropriate to personnel with the USN rank of Commander and include telephones and guest internet capability, as well as access to facsimile machines, scanners and copiers. The contractor will be responsible for managing internet connectivity with respect to information assurance requirements. Foreign Liaison personnel shall provide their own personal computers. The contractor shall make a conference room available with a seating capacity of 25 to 65 people. In addition, at least one smaller conference room shall be made available for smaller groups.

4.1.6 The contractor shall provide overall administrative and technical support for efforts that are not identifiable to a specific FMS case such as FMS Program Objective Memorandum (POM) development, organizational development, strategic planning, workforce development and training activities.

4.1.7 The contractor, when directed, shall attend programmatic meetings that are not identifiable to a specific FMS case, such as Building Partner Capacity (BPC) cases and pre-case support.

4.1.8 The contractor shall provide Project Management expertise and experience across multiple functional areas, to support PMS 326 Project Managers in providing platform management to international fleets with ships and land-based systems containing USN and US commercial systems. The support will consist of assisting the government Project Managers with developing, coordinating, monitoring and integrating efforts across the following FMS Platform Readiness functional areas: Industrial Support, Facilities Outfitting, Logistics, Training, Systems Engineering, Material Procurement and Ship Transfers. These areas of importance are intended to improve the capacity, capability and readiness of our international partners - enhancing their readiness through leveraging the best available expertise in ship maintenance and operation, standard and non-standard material procurement, obsolescence management, naval-centric training, engineering management and service life extension/modernization.

4.2 Engineering and Technical Support Services (TASK TWO)

The contractor shall have engineers with expertise, generating engineering reports, and conducting analyses as they relate to FMS cases. Reports and analyses may include: data on selected ships, systems or equipment applicable to a specific FMS case and/or information relative to FMS country-owned ships, systems, equipment, spares and future supportability. In addition, the contractor shall have experience producing documentation such as reliability and maintainability studies, failure analysis, configuration management plans/processes, technical publications, and Planned Maintenance System (PMS) support. Furthermore, the contractor shall have additional experience with regard to engineering change proposals, alterations, work breakdown structures, development and review of work packages, and FMS customer initiated change requests.

4.2.1 The contractor shall assist Government personnel with performing systems analysis, engineering and program support to include surveys, performing data analysis, establishing information sources, and managing the design, development, fabrication and fielding of various systems. Support functions will include integrated logistics support, financial planning, cost and budget analysis, quality control and assurance, testing, operations, maintenance, supply, and training. The contractor shall assist the Government with various aspects of engineering design including human factors studies, engineering market research, engineering studies and assessments, prototyping, and systems integration. The contractor shall assist the Government with defining

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

workflows and processes, implementation and training, knowledge sharing, and process automation across all activities, processes, and functions associated with life cycle support of ship systems and equipment throughout its service life. The contractor shall conduct detailed analyses of operational and functional processes in order to discern the advantages and disadvantages of current design for Hull, Mechanical, and Engineering (HM&E) and other equipment.

Specifically, the contractor shall:

- Perform tradeoff analyses, or critique proposed systems, in light of projected requirements and specify architectural concepts required to meet these operational requirements.
-
- Provide logistics support and identify and develop logistics products in accordance with this Statement of Work (SOW).
- Provide Configuration Management (CM)/Data Management (DM) for technical data to include: operational system, subsystem, and component requirement documentation, technical development and design documentation, plans, test plans, specifications, procedures and reports. Configuration Management shall include change control, action tracking, trouble report tracking and metrics collection, analyses, and reporting.
- Attend technical meetings with PMS 326 personnel, both in support of FMS cases and in support of efforts not identifiable to a specific FMS case
- Conduct preliminary site visits, not identifiable to a specific FMS case

4.3 Financial Management Services (TASK THREE)

4.3.1 The contractor shall provide financial management services for execution, reconciliation and case closure as they relate to FMS cases and FMS-Admin funded efforts. The contractor should be familiar with the Security Cooperation Information Portal (SCIP) and Security Cooperation Enterprise Solution (SCES), as those systems relate to FMS case financial management efforts.

4.3.2 The contractor shall have experience with the work processes and issues related to contract and case reconciliation and case closure. Additionally, the contractor should have experience with the myriad of financial, accounting and management systems used in the execution, reconciliation and closure of FMS cases. These systems include MISIL, STARS, DSAMS, DIFS, CERPS and MOCAS. The contractor should be familiar with each individual system, and how it interrelates with the other systems in the reconciliation and closure process.

4.3.3 The contractor shall prepare a variety of reimbursable and direct cite funds usage documents such as Financial Accounting Data sheets (FADS), Project Directives (PD), Work Requests (WR), Requests for Contractual Procurement (RCP), or other funding execution documents. In addition, within Enterprise Resource Planning (ERP), prepare reimbursable and direct cite funds usage documents, e.g., Procurement Initiation Documents (PID), and Purchase Requisitions (PR). Other financial documents to be prepared include PX documents and MISIL Obligation Authority (OA) Worksheets.

4.3.4 The contractor shall track financial status of issued documents in the appropriate accounting system and assist in the maintenance of FMS financial files. Identify funds available for reprogramming or recoupment and prepare draft letters as appropriate.

4.3.5 The contractor shall prepare or update draft of program budget/financial requirements,

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

financial schedules, scheduling alternatives, and work package financial events, i.e., various financial management reviews (FMR).

4.3.6 The contractor shall prepare draft case documentation in conjunction with amendments and/or modifications. Review amendments and modifications to ensure that they are consistent with the financial execution plan.

4.3.7 The contractor shall research and prepare data for financial reviews such as Case Reconciliation Reviews (CRR), and FMRs conducted by DSCA -- and other reviews such as Program Management Reviews (PMR), as directed by PMS 326.

4.3.8 The Contractor shall have experience in the reconciliation of contract disbursements, reviewing Paying Office records, STARS, DIFS, and Treasury transactions for the purpose of identifying discrepancies, and taking appropriate action to document and/or prepare corrective action, and/or explain those discrepancies.

4.3.9 The contractor shall monitor FMS Case and Admin financial reports from applicable accounting systems to identify commitment, obligation, expenditure, and disbursement discrepancies.

4.3.10 The contractor shall reconcile the accounting systems against each other and against actual case data and perform extensive data gathering, research and analysis to correct any identified discrepancies. To this end, the contractor shall be familiar with current software tools such as Computer Optimized Batch Reconciliation Application (COBRA), Information Warehouse (InfoWarehouse), and SCES.

4.3.11 The contractor shall prepare the requisite correction package, fully documented in accordance with PMS 326 and SEA01P guidelines, and initiate submission of the package in the Package Action Tracking System (PATs), or other processing systems as designated by PMS 326.

4.4 CASE DEVELOPMENT (TASK FOUR)

The contractor shall provide program management support for development of FMS cases in the Defense Security Assistance Management System (DSAMS). The contractor shall have detailed working knowledge of the functionality of this system, and be sufficiently familiar with business processes to enable interaction with Navy IPO for resolution of case development issues. In addition, the contractor should be familiar with the Case Development process as it relates to the implementation of SCES, and any resultant impact.

4.4.1 The contractor shall assist in updating Price & Availability (P&A), Letter of Offer and Acceptance (LOA), Amendment, Modification, and Obligational Authority (OA) Revision data packages in DSAMS/SCES. The contractor shall assist in gathering data and preparing answers to questions of a pre-case nature posed by PMS 326 and FMS customers. The contractor shall also maintain data/files related to case development efforts.

4.4.2 The contractor, when directed, shall attend case development or planning meetings.

4.4.3 The contractor shall develop and maintain PMS 326 DSAMS processing metrics.

5.0 Deliverables

5.1 The contractor shall submit monthly status reports in Government format, which are due on the 15th of each month and shall be submitted electronically to the COR. A template will be provided to the contractor.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as required by various tasks included in the SOW. Reporting should be sufficiently detailed and of a quality to meet relevant commercial guidelines/standards, and will include, but not be limited to:

- Provide training requirements and plans including procedures, milestones and integrated schedules, syllabus, manuals, course materials, instructor and student guides, equipment information, book/manuals, damage control book/manuals, engineer's operation manual, maintenance engineering plans, maintenance module book/manuals, as required.
- Technical reports, data compilations, data surveys, evaluations and analyses, as required
- Final reports summarizing briefings, assessments, monthly reports, analysis and accomplishments completed during the period of performance
- Testing procedures, requirements, assessments, calibrations, and schedules as required
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and equipment, as required
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc. as required.
- Conference agenda, conference minutes, and presentation materials as required
- Purchase descriptions, proposals, equipment, illustrations, program planning, support, and budget documentation and funding plans, as required.

6.0 SECURITY REQUIREMENTS

Key Personnel associated with this contract shall be required to have a DoD "Secret" clearance. The contractor may have access to information and compartments with a "Secret" classification. The contractor must be capable of securely storing up to "Secret" level information in their facility. All deliverables associated with this SOW are "unclassified" unless otherwise specified.

7.0 PERFORMANCE ASSESSMENTS

Contractor performance will be assessed on a continuing basis by application of performance metrics to evaluate work on task objectives, review of deliverables, technical meetings and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly, and a formal Quality Performance Review (QPR) will be conducted on an annual basis.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS - There are no packaging or marking requirements for the services ordered under this Task Order.

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

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

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

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

L.M. Williams
NAVSEA PMS 326
Washington, DC

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 53	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: 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 LOE SERVICES

For all 7000 and 9000 series CLINs/SLINs - Inspection and acceptance shall be made by the 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 (Exhibit A).

Note: Not all Data deliverables will be specified by or on CDRL DD Form 1423.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7500AA	5/25/2016 - 5/24/2017
7500AB	5/25/2016 - 5/24/2017
7500AC	7/7/2016 - 5/24/2017
7500AD	7/7/2016 - 5/24/2017
7500AE	7/7/2016 - 5/24/2017
7500AF	7/7/2016 - 5/24/2017
7500AG	7/7/2016 - 5/24/2017
7500AH	7/7/2016 - 5/24/2017
7500AJ	7/7/2016 - 5/24/2017
7500AK	7/7/2016 - 5/24/2017
7500AL	7/7/2016 - 5/24/2017
7500AM	7/7/2016 - 5/24/2017
7500AN	7/7/2016 - 5/24/2017
7500AP	7/7/2016 - 5/24/2017
7500AQ	7/7/2016 - 5/24/2017
7500AR	7/7/2016 - 5/24/2017
7500AS	7/7/2016 - 5/24/2017
7500AT	7/7/2016 - 5/24/2017
7500AU	7/7/2016 - 5/24/2017
7500AV	7/7/2016 - 5/24/2017
7500AW	9/15/2016 - 5/24/2017
7501AA	5/25/2016 - 5/24/2017
7501AB	5/25/2016 - 5/24/2017
7501AC	7/7/2016 - 5/24/2017
7501AD	7/7/2016 - 5/24/2017
7501AE	7/7/2016 - 5/24/2017
7501AF	7/7/2016 - 5/24/2017
7501AG	7/7/2016 - 5/24/2017
7501AH	7/7/2016 - 5/24/2017
7501AJ	7/7/2016 - 5/24/2017
7501AK	7/7/2016 - 5/24/2017
7501AL	7/7/2016 - 5/24/2017
7501AM	7/7/2016 - 5/24/2017
7501AN	7/7/2016 - 5/24/2017
7501AP	7/7/2016 - 5/24/2017
7501AQ	7/7/2016 - 5/24/2017
7501AR	7/7/2016 - 5/24/2017
7501AS	7/7/2016 - 5/24/2017
7501AT	9/2/2016 - 5/24/2017
7501AU	9/15/2016 - 5/24/2017
7502AA	5/25/2016 - 5/24/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7502AB	5/25/2016 - 5/24/2017
7502AC	7/7/2016 - 5/24/2017
7502AD	7/7/2016 - 5/24/2017
7502AF	7/7/2016 - 5/24/2017
7502AG	7/7/2016 - 5/24/2017
7502AH	7/7/2016 - 5/24/2017
7502AJ	7/7/2016 - 5/24/2017
7502AK	7/7/2016 - 5/24/2017
7502AL	7/7/2016 - 5/24/2017
7502AM	7/7/2016 - 5/24/2017
7502AN	7/7/2016 - 5/24/2017
7502AP	9/15/2016 - 5/24/2017
7503AA	5/25/2016 - 5/24/2017
7503AB	5/25/2016 - 5/24/2017
7503AC	7/7/2016 - 5/24/2017
9500AA	5/25/2016 - 5/24/2017
9500AB	5/25/2016 - 5/24/2017
9500AC	5/25/2016 - 5/24/2017
9500AD	7/7/2016 - 5/24/2017
9500AE	7/7/2016 - 5/24/2017
9500AF	7/7/2016 - 5/24/2017
9500AG	7/7/2016 - 5/24/2017
9500AH	7/7/2016 - 5/24/2017
9500AJ	7/7/2016 - 5/24/2017
9500AK	7/7/2016 - 5/24/2017
9500AL	7/7/2016 - 5/24/2017
9500AM	7/7/2016 - 5/24/2017
9500AN	7/7/2016 - 5/24/2017
9500AP	7/7/2016 - 5/24/2017
9500AQ	7/7/2016 - 5/24/2017
9500AR	7/7/2016 - 5/24/2017
9500AS	7/7/2016 - 5/24/2017
9500AT	7/7/2016 - 5/24/2017
9500AU	7/7/2016 - 5/24/2017
9500AV	7/7/2016 - 5/24/2017
9500AW	7/7/2016 - 5/24/2017
9500AX	7/7/2016 - 5/24/2017
9500AY	7/7/2016 - 5/24/2017
9500AZ	7/7/2016 - 5/24/2017
9500BA	7/7/2016 - 5/24/2017
9500BB	7/7/2016 - 5/24/2017
9500BC	7/7/2016 - 5/24/2017
9500BD	7/7/2016 - 5/24/2017
9500BE	7/7/2016 - 5/24/2017
9500BF	9/2/2016 - 5/24/2017
9500BG	9/15/2016 - 5/24/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Note: For proposal purposes, the estimated date of Task Order award is 02 February 2016. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order award.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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

7500AA	5/25/2016 - 5/24/2017
7500AB	5/25/2016 - 5/24/2017
7500AC	7/7/2016 - 5/24/2017
7500AD	7/7/2016 - 5/24/2017
7500AE	7/7/2016 - 5/24/2017
7500AF	7/7/2016 - 5/24/2017
7500AG	7/7/2016 - 5/24/2017
7500AH	7/7/2016 - 5/24/2017
7500AJ	7/7/2016 - 5/24/2017
7500AK	7/7/2016 - 5/24/2017
7500AL	7/7/2016 - 5/24/2017
7500AM	7/7/2016 - 5/24/2017
7500AN	7/7/2016 - 5/24/2017
7500AP	7/7/2016 - 5/24/2017
7500AQ	7/7/2016 - 5/24/2017
7500AR	7/7/2016 - 5/24/2017
7500AS	7/7/2016 - 5/24/2017
7500AT	7/7/2016 - 5/24/2017
7500AU	7/7/2016 - 5/24/2017
7500AV	7/7/2016 - 5/24/2017
7500AW	9/15/2016 - 5/24/2017
7501AA	5/25/2016 - 5/24/2017
7501AB	5/25/2016 - 5/24/2017
7501AC	7/7/2016 - 5/24/2017
7501AD	7/7/2016 - 5/24/2017
7501AE	7/7/2016 - 5/24/2017
7501AF	7/7/2016 - 5/24/2017
7501AG	7/7/2016 - 5/24/2017
7501AH	7/7/2016 - 5/24/2017
7501AJ	7/7/2016 - 5/24/2017
7501AK	7/7/2016 - 5/24/2017
7501AL	7/7/2016 - 5/24/2017
7501AM	7/7/2016 - 5/24/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7501AN	7/7/2016 - 5/24/2017
7501AP	7/7/2016 - 5/24/2017
7501AQ	7/7/2016 - 5/24/2017
7501AR	7/7/2016 - 5/24/2017
7501AS	7/7/2016 - 5/24/2017
7501AT	9/2/2016 - 5/24/2017
7501AU	9/15/2016 - 5/24/2017
7502AA	5/25/2016 - 5/24/2017
7502AB	5/25/2016 - 5/24/2017
7502AC	7/7/2016 - 5/24/2017
7502AD	7/7/2016 - 5/24/2017
7502AF	7/7/2016 - 5/24/2017
7502AG	7/7/2016 - 5/24/2017
7502AH	7/7/2016 - 5/24/2017
7502AJ	7/7/2016 - 5/24/2017
7502AK	7/7/2016 - 5/24/2017
7502AL	7/7/2016 - 5/24/2017
7502AM	7/7/2016 - 5/24/2017
7502AN	7/7/2016 - 5/24/2017
7502AP	9/15/2016 - 5/24/2017
7503AA	5/25/2016 - 5/24/2017
7503AB	5/25/2016 - 5/24/2017
7503AC	7/7/2016 - 5/24/2017
9500AA	5/25/2016 - 5/24/2017
9500AB	5/25/2016 - 5/24/2017
9500AC	5/25/2016 - 5/24/2017
9500AD	7/7/2016 - 5/24/2017
9500AE	7/7/2016 - 5/24/2017
9500AF	7/7/2016 - 5/24/2017
9500AG	7/7/2016 - 5/24/2017
9500AH	7/7/2016 - 5/24/2017
9500AJ	7/7/2016 - 5/24/2017
9500AK	7/7/2016 - 5/24/2017
9500AL	7/7/2016 - 5/24/2017
9500AM	7/7/2016 - 5/24/2017
9500AN	7/7/2016 - 5/24/2017
9500AP	7/7/2016 - 5/24/2017
9500AQ	7/7/2016 - 5/24/2017
9500AR	7/7/2016 - 5/24/2017
9500AS	7/7/2016 - 5/24/2017
9500AT	7/7/2016 - 5/24/2017
9500AU	7/7/2016 - 5/24/2017
9500AV	7/7/2016 - 5/24/2017
9500AW	7/7/2016 - 5/24/2017
9500AX	7/7/2016 - 5/24/2017
9500AY	7/7/2016 - 5/24/2017

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 28 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

9500AZ	7/7/2016 - 5/24/2017
9500BA	7/7/2016 - 5/24/2017
9500BB	7/7/2016 - 5/24/2017
9500BC	7/7/2016 - 5/24/2017
9500BD	7/7/2016 - 5/24/2017
9500BE	7/7/2016 - 5/24/2017
9500BF	9/2/2016 - 5/24/2017
9500BG	9/15/2016 - 5/24/2017

The periods of performance for the following Option Items (if exercised) are as follows:

7000	5/24/2016 - 5/24/2016
7001	5/24/2016 - 5/24/2016
7002	5/24/2016 - 5/24/2016
7003	5/24/2016 - 5/24/2016
7100	5/24/2016 - 5/24/2016
7101	5/24/2016 - 5/24/2016
7102	5/24/2016 - 5/24/2016
7103	5/24/2016 - 5/24/2016
7200	5/24/2016 - 5/24/2016
7201	5/24/2016 - 5/24/2016
7202	5/24/2016 - 5/24/2016
7203	5/24/2016 - 5/24/2016
7300	5/24/2016 - 5/24/2016
7301	5/24/2016 - 5/24/2016
7302	5/24/2016 - 5/24/2016
7303	5/24/2016 - 5/24/2016
7400	5/24/2016 - 5/24/2016
7401	5/24/2016 - 5/24/2016
7402	5/24/2016 - 5/24/2016
7403	5/24/2016 - 5/24/2016
7600AA	5/25/2017 - 5/24/2018
7601AA	5/25/2017 - 5/24/2018
7602AA	5/25/2017 - 5/24/2018
7603AA	5/25/2017 - 5/24/2018
7700AA	5/25/2018 - 5/24/2019
7701AA	5/25/2018 - 5/24/2019
7702AA	5/25/2018 - 5/24/2019
7703AA	5/25/2018 - 5/24/2019
7800AA	5/25/2019 - 5/24/2020
7801AA	5/25/2019 - 5/24/2020
7802AA	5/25/2019 - 5/24/2020
7803AA	5/25/2019 - 5/24/2020

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 29 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7900AA	5/25/2020 - 5/24/2021
7901AA	5/25/2020 - 5/24/2021
7902AA	5/25/2020 - 5/24/2021
7903AA	5/25/2020 - 5/24/2021
9000	5/24/2016 - 5/24/2016
9100	5/24/2016 - 5/24/2016
9200	5/24/2016 - 5/24/2016
9300	5/24/2016 - 5/24/2016
9400	5/24/2016 - 5/24/2016
9600AA	5/25/2017 - 5/24/2018
9700AA	5/25/2018 - 5/24/2019
9800AA	5/25/2019 - 5/24/2020
9900AA	5/25/2020 - 5/24/2021

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

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

Note: That not all Data deliverables will be specified by or on CDRL DD Form 1423, Exhibit A. Inspection and Acceptance for all data will be specified at the Technical Instruction level.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

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

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), subline 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.

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.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 31 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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

(a) Definitions. As used in this clause—

- (1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
 - (3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil>.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when—
- (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
 - (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 32 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration 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/>.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 33 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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).
(Contracting Officer: Insert applicable document type(s).)

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(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*	
Field Name in WAWF	Data to be entered WAWF
Pay Official DoDAAC	HQ0338
Issue by DoDAAC	N00024
Admin DoDAAC	S2101A
Inspect by DoDAAC	N00024
Ship To Code	N00024
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA819
Other DoDAAC(s)	N/A

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 34 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

Leonard Williams at (202) 781-0943 or at leonard.m.williams@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.

Margaret Morgan at (202) 781-4815 or at Margaret.morgan@navy.mil

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

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

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

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(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.

TYPE OF ORDER - This task order is a Cost-Plus-Fixed-Fee (CPFF) for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section B and H, as applicable.

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 35 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SYSTEM FOR AWARD MANAGEMENT (SAM) - The contractor must be registered in the System for Award Management (SAM) in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

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

PROCURING CONTRACTING OFFICER (PCO)

NSWC Indian Head
 Attn: Amanda Woodard
 4081 North Jackson Road
 Indian Head, MD 20640
 Telephone: (301) 744-6657
 e-mail: amanda.m.woodard@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

NSWC Indian Head
 Attn: Jennifer Barnidge
 4081 North Jackson Road
 Indian Head, MD 20640
 Telephone: (301) 744-6638
 e-mail: jennifer.barnidge@navy.mil

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command
 Attn: Leonard Williams, PMS 326
 1333 Isaac Hull Avenue SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-0943
 e-mail: leonard.m.williams@navy.mil

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REDACTED]
[REDACTED]

[REDACTED]

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

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

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

[REDACTED] [REDACTED] [REDACTED]
[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. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 41 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 42 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, 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:

(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, 7500AT, 7500AU, 7500AV, 7500AW, 7501AB, 7501AC, 7501AD, 7501AE, 7501AF, 7501AG, 7501AH, 7501AJ, 7501AK, 7501AL, 7501AM, 7501AN, 7501AP, 7501AQ, 7501AR, 7501AS, 7501AT, 7501AU, 7502AB, 7502AC, 7502AD, 7502AF, 7502AG, 7502AH, 7502AJ, 7502AK, 7502AL, 7502AM, 7502AN, 7502AP, 7503AA, 7503AB, 7503AC, 9500AB, 9500AC, 9500AD, 9500AE, 9500AF, 9500AG, 9500AH, 9500AJ, 9500AK, 9500AL, 9500AM, 9500AN, 9500AP, 9500AQ, 9500AR, 9500AS, 9500AT, 9500AU, 9500AV, 9500AW, 9500AX, 9500AY, 9500AZ, 9500BA, 9500BB, 9500BC, 9500BD, 9500BE, 9500BF, 9500BG are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 43 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

"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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract.

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

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (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 **555,000** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 44 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 45 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

- (1) The total number of man-hours of direct labor expended during the applicable period;
- (2) A breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;
- (3) A breakdown of other costs incurred;
- (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; and
- (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 manhour performed in accordance with the terms of the contract.

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 46 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 5252.227-9113 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
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-325
Internet: <http://www.gidep.org>

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 47 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

Note: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 52.204-2 -- SECURITY REQUIREMENTS

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

FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 48 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)
252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (JUN 2013)
252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT
FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

CLAUSES INCORPORATED BY FULL TEXT:

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Task order resulting from this solicitation.

**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 contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
7000	05/24/2016
7001	05/24/2016
7002	05/24/2016
7003	05/24/2016
7100	05/25/2016
7101	05/25/2016
7102	05/25/2016
7103	05/25/2016
7200	05/25/2016
7201	05/25/2016
7202	05/25/2016
7203	05/25/2016
7300	05/25/2016
7301	05/25/2016
7302	05/25/2016
7303	05/25/2016
7400	05/25/2016
7401	05/25/2016
7402	05/25/2016
7403	05/25/2016
7600AA	05/24/2018

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 49 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7601AA 05/24/2018
 7602AA 05/24/2018
 7603AA 05/24/2018
 7700AA 05/24/2019
 7701AA 05/24/2019
 7702AA 05/24/2019
 7703AA 05/24/2019
 7800AA 05/24/2020
 7801AA 05/24/2020
 7802AA 05/24/2020
 7803AA 05/24/2020
 7900AA 05/24/2021
 7901AA 05/24/2021
 7902AA 05/24/2021
 7903AA 05/24/2021
 9000 05/24/2016
 9100 05/25/2016
 9200 05/25/2016
 9300 05/25/2016
 9400 05/24/2016
 9600AA 05/24/2018
 9700AA 05/24/2019
 9800AA 05/24/2020
 9900AA 05/24/2021

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

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

FAR 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 50 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

a) Definitions. As used in this clause—

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

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

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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

Note: The Task Order Contracting Officer's Approval is required prior to the addition of any Subcontractors not listed in Paragraph (J) below, and for any changes to the type of the contract for existing Subcontracts. 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:

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 51 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 52 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

Applied Management Corporation

Decision Technologies, Inc.

ICI Services

International Systems Management Corporation

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 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.

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).

CONTRACT NO. N00178-04-D-4138	DELIVERY ORDER NO. EH05	AMENDMENT/MODIFICATION NO. 04	PAGE 53 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRLS

Attachment 2 - DD254

Attachment 1 - Key Personnel