

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
15

3. EFFECTIVE DATE
21-Sep-2018

4. REQUISITION/PURCHASE REQ. NO.
See Section G

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

6. ISSUED BY CODE

N00164

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

S0701A

NSWC, CRANE DIVISION
300 Highway 361 - Building 3373
Crane IN 47522-5001

DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: B

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

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-EH05

10B. DATED (SEE ITEM 13)

29-Apr-2016

CAGE CODE 6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

[X] D. OTHER (Specify type of modification and authority)
Funding - 52.232-22; NAVSEA 5252.232-9104

E. IMPORTANT: Contractor [X] 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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

21-Sep-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to 1.) Provide final fee determination and update table in Section B Note F 2.) Update the POR in Section G and 3.) add incremental funding. Accordingly, said Task Order is modified as follows:

1. Provide Final Fee Determination and Update Table B found in Note F: Instructions (iv) Final Costs & Fees. Actual resulting fee will be calculated at the end of the POP for each CLIN. Final cost and fee are shown in the table.

2. Update the POR in Section G From:

PURCHASE OFFICE REPRESENTATIVE (POR)*

[REDACTED]

To:

PURCHASE OFFICE REPRESENTATIVE (POR)*

[REDACTED]

3. Add Incremental Funding.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$61,710,029.40 by \$2,784,313.00 to \$64,494,342.40.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
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720006	O&MN,N	1,000,000.00	747,401.00	1,747,401.00
720018	O&MN,N	0.00	103,500.00	103,500.00
720019	O&MN,N	0.00	109,066.50	109,066.50
720020	O&MN,N	0.00	17,867.50	17,867.50
720021	O&MN,N	0.00	379,484.00	379,484.00
720022	O&MN,N	0.00	692,738.00	692,738.00
720023	RDT&E	0.00	69,999.00	69,999.00
720105	RDT&E	0.00	246,000.00	246,000.00
720106	O&MN,N	0.00	207,100.00	207,100.00
720107	OPN	0.00	161,400.00	161,400.00
920002	O&MN,N	0.00	49,757.00	49,757.00

The total value of the order is hereby increased from \$79,919,938.63 by \$0.00 to \$79,919,938.63.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Base Year: ESS Engineering Support Services (Task 1)(Note A & F) (Fund Type - TBD)					\$9,097,631.38
		Max Fee			\$0.00		
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line			50.0%		
700001	R425	Base Year: ESS Engineering Support Services (Task 1) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700002	R425	Base Year: ESS Engineering Support Services (Task 1) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700003	R425	Base Year: ESS Engineering Support Services (Task 1) Hull: DDG1000 OWLD: Dec-18 *NOTE: FUNDS IN THE AMOUNT OF \$120,000.00 IS DEOBLIGATED VIA MODIFICATION 11 FROM \$284,329.00 RESULTING IN A BALANCE OF \$164,329.00. (SCN)					
700004	R425	Base Year: ESS Engineering Support Services (Task 1) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700005	R425	Base Year: ESS Engineering Support					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Services (Task 1) FY12 Aegis SCN Hull:DDG 116 SAI0200112 OWLD: April 2019 (SCN)					
700006	R425	Base Year: ESS Engineering Support Services (Task 1) FY16 RDT&E ALS0300178 (RDT&E)					
700007	R425	Base Year: ESS Engineering Support Services (Task 1) FY17 O&MN AEGIS Hull: DDG1000 (O&MN,N)					
700008	R425	Base Year: ESS Engineering Support Services (Task 1) FY16 RDT&E SEWIP Block 1 Development (RDT&E)					
700009	R425	Base Year: ESS Engineering Support Services (Task 1) LHA6 (RDT&E)					
7001	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2)(Note A & F) (Fund Type - TBD)					\$5,040,161.48
		Max Fee					\$0.00
		Min Fee					\$0.00
		Government Overrun Share Line					50.0%
		Government Underrun Share Line					50.0%
700101	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700102	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) 10 USC 2410(a) is hereby invoked (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700103	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (OPN)					
700104	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) (RDT&E)					
700105	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2)FY11 Aegis SCN DDG 115 SAI0200070 OWLD: March 2018 (SCN)					
700106	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) FY12 Aegis SCN DDG 116 SAI0200070 OWLD: April 2019 (SCN)					
700107	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2) FY12 Aegis SCN DDG 116 SAI0200112 OWLD: April 2019 (SCN)					
700108	R425	Base Year: ESS Ship and Systems Integration and Test (Task 2)FY17 RDT&E Aegis DDG 1000. *NOTE: FUNDS IN THE AMOUNT OF \$246,000.00 IS DEOBLIGATED VIA MOD 14 FROM \$246,000.00 RESULTING IN A BALANCE OF \$0.00. (RDT&E)					
7002	R425	Base Year: ESS Product Development (Task 3)(Note A & F) (Fund Type - TBD)					\$7,729,434.59
		Max Fee					\$0.00
		Min Fee					\$0.00
		Government Overrun Share Line					50.0%
		Government Underrun					50.0%

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
Share Line							
700201	R425	Base Year: ESS Product Development (Task 3) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700202	R425	Base Year: ESS Product Development (Task 3) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700203	R425	Base Year: ESS Product Development (Task 3) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700204	R425	Base Year: ESS Product Development (Task 3) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700205	R425	Base Year: ESS Product Development (Task 3) 10 USC 2410(a) is hereby invoked (O&MN,N)					
700206	R425	Base Year: ESS Product Development (Task 3) HULL: DDG5000 OWLD: Dec-18 *NOTE: FUNDS IN THE AMOUNT OF \$60,000.00 IS DEOBLIGATED VIA MODIFICATION 11 FROM \$804,090.00 RESULTING IN A BALANCE OF \$744,090.00. *NOTE: FUNDS IN THE AMOUNT OF \$744,090.00 IS DEOBLIGATED VIA MOD 14 FROM \$744,090.00 RESULTING IN A BALANCE OF \$0.00. (SCN)					
700207	R425	Base Year: ESS Product Development (Task 3) HULL: DDG5000 OWLD: Dec-18 *NOTE: FUNDS IN THE AMOUNT OF \$25,000.00 IS DEOBLIGATED VIA MODIFICATION 11 FROM \$28,665.00 RESULTING IN A BALANCE OF					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		\$3,665.00. (SCN)					
700208	R425	Base Year: ESS Product Development (Task 3) FY12 Aegis SCN Hull: DDG 116 SAI0200070 OWLD: April 2019 (SCN)					

700209	R425	Base Year: ESS Product Development (Task 3) FY16 RDT&E ALS0300178 (RDT&E)					
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7003	R425	Base Year: Surge Requirements Support (Notes A & D & G) (Fund Type - TBD)					\$4,478,834.11
700301	R425	Base Year: Surge Requirements Support (O&MN,N)					
700302	R425	Base Year: Surge Requirements Support. FY16 RDT&E ALS0300178 Surge Task (RDT&E)					
7100	R425	Option Year 1 - Year 2: ESS Engineeirng Support Services (Task 1)(Note A & B & F) (Fund Type - TBD)					\$9,379,958.50
710001	R425	10 U.S.C. 2410(A) Authority is being invoked. IWS7. Task 5.1 Funding increase part of mod 06 from \$122,208 by \$160,500 to \$282,708. (O&MN,N)					
710002	R425	10 U.S.C. 2410(a) Authority is being invoked. 1SIM. Task 5.1 (O&MN,N)					
710003	R425	Task 5.1 HULL # DDG 116 (SCN)					
710004	R425	Task 5.1 HULL # DDG 116 (SCN)					
710005	R425	IWS7 COF tasking 5.1. (RDT&E)					
710006	R425	IWS7 COF tasking 5.1. (RDT&E)					
710007	R425	10 USC 2410(a) authority is being invoked. IWS 7 funding for CLIN 7100.					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,R)					
710008	R425	10 USC 2410(a) authority is being invoked. IWS COF funding for CLIN 7100. (O&MN,N)					
710009	R425	10 USC 2410(a) authority is being invoked. IWS COF funding for CLIN 7100. (O&MN,N)					
710010	R425	10 USC 2410(a) authority is being invoked. IWS COF funding for CLIN 7100. (O&MN,N)					
710011	R425	10 USC 2410(a) authority is being invoked. IWS COF funding for CLIN 7100. (O&MN,N)					
710013	R425	10 USC 2410(a) authority is being invoked. IWS 7 funding for CLIN/SLIN 7100. (O&MN,N)					
710014	R425	10 USC 2410(a) authority is being invoked. IWS 1 funding for CLIN 7100. (O&MN,N)					
710015	R425	IWS 9 funding for CLIN/SLIN 7100. SOW paragraph 5.1, Task 1. (SCN)					
710016	R425	10 USC 2410(a) authority is being invoked. IWS 1 funding for CLIN 7100. (O&MN,N)					
710017	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710018	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710019	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710020	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710021	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710022	R425	IWS 1 funding for CLIN 7100. (RDT&E)					
710023	R425	IWS 1.0 Labor funding for CLIN 7100. Hull # 114, OWLD:01/31/2019 (SCN)					
710024	R425	IWS 1.0 Labor funding for CLIN 7100. 10 USC 2410(a)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		is hereby invoked. (O&MN,N)					
710025	R425	IWS 1.0 Labor funding for CLIN 7100. 10 USC 2410(a) is hereby invoked. (O&MN,N)					
710026	R425	IWS 1.0 Labor funding for CLIN 7100. 10 USC 2410(a) is hereby invoked. (O&MN,N)					
7101	R425	Option Year 1 - Year 2: ESS Ship and Systems Integration and Test (Task 2)(Notes A & B & F) (Fund Type - TBD)					\$5,270,101.65
710101	R425	1SIM. TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710102	R425	TASK 5.2 HULL #DDG 116 (SCN)					
710103	R425	TASK 5.2 HULL #DDG 119 (SCN)					
710104	R425	TASK 5.2 HULL #DDG 119 (SCN)					
710105	R425	10 USC 2410(a) authority is being invoked. IWS 1 funding for CLIN 7101. (O&MN,N)					
710106	R425	IWS 1 funding for CLIN 7101. (OPN)					
710107	R425	IWS 1.0 Labor funding for CLIN 7101. HULL #DDG 116. OWLD: 7/31/2019. (SCN)					
7102	R425	Option Year 1 - Year 2: ESS Product Development (Task 3)(Notes A & B & F) (Fund Type - TBD)					\$8,003,606.57
710201	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (RDT&E)					
710202	R425	TASK 5.3 (RDT&E)					
710203	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (RDT&E)					
710204	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710205	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710206	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710207	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710208	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710209	R425	IWS7. TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710210	R425	TASK 5.3 10 U.S.C. 2410(A) Authority is being invoked. (O&MN,N)					
710211	R425	TASK 5.3 HULL # DDG 116 (SCN)					
710212	R425	TASK 5.3 (RDT&E)					
710213	R425	TASK 5.3 (RDT&E)					
710214	R425	10 USC 2410(a) authority is being invoked. IWS 1 funding for CLIN 7102. (O&MN,N)					
710215	R425	10 USC 2410(a) authority is being invoked. IWS 1 funding for CLIN 7102. (O&MN,N)					
710216	R425	10 USC 2410(a) authority is being invoked. IWS 7 funding for CLIN 7102. (O&MN,N)					
710217	R425	IWS 9 funding for CLIN/SLIN 7102. SOW paragraph 5.3, Task 3. (SCN)					
710218	R425	IWS 1.0 Labor funding for CLIN 7102. 10 USC 2410(a) is hereby invoked. (O&MN,N)					
710219	R425	IWS 1.0 Labor funding for CLIN 7102. 10 USC 2410(a) is hereby invoked. (O&MN,N)					
710220	R425	IWS 1.0 Labor funding for CLIN 7102. HULL # DDG 116. OWLD: 7/31/2019.*NOTE:* De-obligated \$50,000.00 on Mod 14 from \$2,350,000.00 to new balance of \$2,300,000.00. (SCN)					
710221	R425	IWS 9.0 Labor funding for CLIN 7102. HULL # DDG 1000. SOW Task 5.3 OWLD:4/30/2019					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(SCN)					
7103	R425	Option Year 1 - Year 2: Surge Requirements Support (Notes A, B, & D & G) (Fund Type - TBD)					\$4,639,911.97
710301	R425	Surge TASK. HULL # DDG 119 (SCN)					
710302	R425	IWS 1 funding for CLIN 7103 (Surge). 10 USC 2410(a) authority is being invoked. (O&MN,N)					
710303	R425	IWS 1 funding for CLIN 7103. Project 3360 Common Processing System (CPS). 10 USC 2410(a) is hereby invoked. (Surge). (RDT&E)					
710304	R425	IWS 1.0 Labor funding for CLIN 7103. Hull # DDG 114, OWLD: 1/31/2019 (Surge). (SCN)					
710305	R425	IWS 1.0 Labor funding for CLIN 7103. 10 USC 2410(a) is hereby invoked. (Surge). (O&MN,N)					
710306	R425	IWS 1.0 Labor funding for CLIN 7103. HULL # DDG 116. OWLD:7/31/2019 (Surge). (SCN)					
710307	R425	IWS 1.0 Labor funding for CLIN 7103. HULL # DDG 116. OWLD:7/31/2019 (Surge).*NOTE:* De-obligated \$152,054.00 on Mod 14 from \$300,000.00 to new balance of \$147,946.00. (SCN)					
710308	R425	IWS 1.0 Labor funding for CLIN 7103. 10 USC 2410(a) is hereby invoked. (Surge). (OPN)					
710309	R425	IWS 9.0 Labor funding for CLIN 7103. OWLD 30 May 2020. NOTE:* De-obligated \$250,000.00 on Mod 14 from \$250,000.00 to new balance of \$0.00. (SCN)					
710310	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710311	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					

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710312	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710313	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710314	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710315	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710316	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710317	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710318	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710319	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
710320	R425	IWS 1.0 Labor funding for CLIN 7103. (O&MN,N)					
7200	R425	Option Year 2 - Year 3: ESS Engineering Support Services (Task 1)(Notes A & B & F) (Fund Type - TBD)					\$9,038,745.81
720001	R425	IWS 1.0 Labor funding for CLIN 7200 (SCN)					
720002	R425	IWS 9.0 Labor funding for CLIN 7200 OWLD: 02/28/2021 (SCN)					
720003	R425	IWS 1.0 Labor funding for CLIN 7200 OWLD: 02/28/2021 (SCN)					
720004	R425	IWS 1.0 Labor funding for CLIN 7200 OWLD: 02/28/2021 (SCN)					
720005	R425	IWS 1.0 Labor funding for CLIN 7200 (OPN)					
720006	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7200. Funding increase from \$1,000,000 by \$747,401 to \$1,747,401 on MOD 15. (O&MN,N)					
720007	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7200 (O&MN,N)					
720008	R425	IWS 1.0 Labor funding for CLIN 7200 OWLD: 02/28/2021 (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720009	R425	IWS 1.0 Labor funding for CLIN 7200 OWLD: 02/28/2021 (SCN)					
720010	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720011	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720012	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720013	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720014	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720015	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720016	R425	IWS 9.0 Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720017	R425	IWS COF Labor funding for CLIN 7200 (RDT&E)					
720018	R425	IWS 1.0 Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720019	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720020	R425	IWS COF Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		invoked Section C, Task 5.1 (O&MN,N)					
720021	R425	IWS 1.0 Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720022	R425	IWS 1CT Labor funding for CLIN 7200 *Note* 10 USC 2410(a) authority is being invoked Section C, Task 5.1 (O&MN,N)					
720023	R425	IWS COF labor funding for CLIN 7200 (RDT&E)					
7201	R425	Option Year 2 - Year 3: ESS Ship and Systems Integration and Test (Task 2)(Notes A & B & F) (Fund Type - TBD)					\$4,982,253.55
720101	R425	IWS 1.0 Labor funding for CLIN 7201 OWLD: 02/28/2021 (SCN)					
720102	R425	IWS 1.0 Labor funding for CLIN 7201 OWLD: 02/28/2021 (SCN)					
720103	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7201 (O&MN,N)					
720104	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7201 (O&MN,N)					
720105	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7201 (RDT&E)					
720106	R425	IWS 1.0 Labor funding for CLIN 7201 *NOTE 10 USC 2410(a) Authority is hereby invoked. (O&MN,N)					
720107	R425	IWS 1.0 Labor funding for CLIN 7201 (OPN)					
7202	R425	Option Year 2 - Year 3: ESS Product Development (Task 3)(Notes A & B & F) (Fund Type - TBD)					\$7,669,909.43
720201	R425	IWS 1.0 Labor funding for CLIN 7202 (SCN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720202	R425	IWS 1.0 Labor funding for CLIN 7202 OWLD: 02/28/2021 (SCN)					
720203	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7202 (O&MN,N)					
720204	R425	10 USC 2410(a) Authority is hereby invoked. IWS 1.0 Labor funding for CLIN 7202 (O&MN,N)					
7203	R425	Option Year 2 - Year 3: Surge Requirements Support (Notes A, B, & D & G) ** As of MOD 12, Ceiling and Hours for CLIN 7203 have been reallocated to CLIN 7204 to allow for Priced SLINs. (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
7204		Option Year 2 - Year 3: Surge Requirements Support (Notes A, B, & D & G)					\$4,442,720.40
7204AA	R425	Option Year 2 - Year 3: Surge Requirements Support. No Funding will be applied to SLIN 7204AA (Fund Type - TBD)					\$4,442,720.40
7300	R425	Option Year 3 - Year 4: ESS Engineering Support Services (Task 1)(Notes A & F) (Fund Type - TBD)					\$9,103,709.73
7301	R425	Option Year 3 - Year 4: ESS Ship and Systems Integration and Test (Task 2)(Notes A & F) (Fund Type - TBD)					\$5,032,110.70
7302	R425	Option Year 3 - Year 4: ESS Product Development (Task 3)(Notes A & F) (Fund Type - TBD)					\$7,739,983.57
7303	R425	Option Year 3 - Year 4: Surge Requirements Support (Notes A, D & G) (Fund Type - TBD)					\$4,480,590.54

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	Option Year 4 - Year 5: ESS Engineering Support Services (Task 1)(Notes A & F) (Fund Type - TBD) Option					\$9,234,315.39
7401	R425	Option Year 4 - Year 5: ESS Ship and Systems Integration and Test (Task 2)(Notes A & F) (Fund Type - TBD) Option					\$5,105,891.66
7402	R425	Option Year 4 - Year 5: ESS Product Development (Task 3)(Notes A & F) (Fund Type - TBD) Option					\$7,852,233.10
7403	R425	Option Year 4 - Year 5: Surge Requirements Support (Notes A, D & G) (Fund Type - TBD) Option					\$4,545,443.78

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs in Support of CLINs 7000-7003 (Note E) (Fund Type - TBD)	1.0	LO	\$1,488,588.21
900001	R425	Other Direct Costs in Support of CLINs 7000-7003 10 USC 2410(a) is hereby invoked (O&MN,N)	10	USC	
900002	R425	Other Direct Costs in Support of CLINs 7000-7003 10 USC 2410(a) is hereby invoked (O&MN,N)	10	USC	
900003	R425	Other Direct Costs in Support of CLINs 7000-7003 10 USC 2410(a) is hereby invoked (O&MN,N)	10	USC	
900004	R425	Other Direct Costs in Support of CLINs 7000-7003 (OPN)			
900005	R425	Other Direct Costs in Support of CLINs 7000-7003 10 USC 2410(a) is hereby invoked (O&MN,N)	10	USC	
900006	R425	Other Direct Costs in Support of CLINs 7000-7003 Hull: DDG 5000 OWLD: Dec-18 (SCN)			
900007	R425	Other Direct Costs in Support of CLINs 7000-7003 Hull: DDG 5000 OWLD: Dec-18 (SCN)			
900008	R425	Other Direct Costs in Support of CLINs 7000-7003 (RDT&E)			
900009	R425	Other Direct Costs in Support of CLIN 9000 Tasks 5.1/5.2 /5.3/Surge. FY12 Aegis SCN Hull: DDG 116 SAI0200112 Surge OWLD: April 2019 (SCN)			
900010	R425	Other Direct Costs in Support of CLIN 9000 Tasks 5.1/5.2 /5.3/Surge. FY16 RDT&E ALS0300178 Surge (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	Option Year 1 - Year 2: Other Direct Costs in Support of CLINs 7100, 7101, 7102 and 7103 (Notes B & E) (Fund Type - TBD)	1.0	LO	\$1,529,035.58
910001	R425	ODC funding for CLIN 7101. HULL: DDG 116 (SCN)			
910002	R425	ODC funding for CLIN 9100. SOW tasking 5.1, 5.2, 5.3, 7.0. (RDT&E)			
910003	R425	IWS funding for CLIN/SLIN 9100. ODC funding for SOW paragraph 5.1/5.3 (Task 1/3). (SCN)			
910004	R425	IWS 1.0 ODC funding for CLIN 9100 to support SOW Tasks 5.1, 5.2 and 5.3. HULL # DDG 116. OWLD: 7/31/2019 *NOTE:* De-obligated \$70,000.00 on Mod 14 from \$450,000.00 to new balance of \$380,000.00. (SCN)			
9200	R425	Option Year 2 - Year 3: Other Direct Costs in Support of CLINs 7200-7204 (Notes B & E) (Fund Type - TBD)	1.0	LO	\$1,571,765.80
920001	R425	IWS 1.0 ODC funding for CLIN 9200 (SCN)			
920002	R425	IWS 1.0 ODC funding for CLIN 9200 10 USC 2410(a) Authority Is hereby invoked. (O&MN,N)			
9300	R425	Option Year 3 - Year 4: Other Direct Costs in Support of CLINs 7300-7303 (Fund Type - TBD)	1.0	LO	\$1,615,838.30
		Option			
9400	R425	Option Year 4 - Year 5: Other Direct Costs in Support of CLINs 7400-7403 (Fund Type - TBD)	1.0	LO	\$1,663,996.18
		Option			

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort specified in Section B. The PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) clause applies to these 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: AWARD TERM

Deleted - Award Term converted to Option Year 4 & 5.

NOTE D: SURGE

If it is determined that an increased level of effort is required for any of the task areas in Section C, the Government reserves the right to exercise a "Surge" Option CLIN for additional work. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned

under the appropriate Labor CLIN. All surge options shall be proposed at (1) the level-of-effort specified in Section B, (2) at the same labor mix as for base labor, and (3) no deviations are allowed. These items shall be priced as Cost-Plus-Fixed-Fee (CPFF).

Technical Instructions (TIs) describing the surge requirements will be issued when the Surge Option is authorized for execution.

Any surge effort authorized prior to the effective date of this modification will have a TI executed with an effective date retroactive to the authorization to proceed provided by the COR.

NOTE E: ODC

Removed. See Section "B" ODC amounts.

The ODC amounts listed in CLINs 9000, 9100, 9200, 9300 and 9400 are the correct ODC amounts for the TO.

NOTE F: FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)

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

The min fee shall not be greater than [REDACTED] The max fee shall not be greater than [REDACTED]
 [REDACTED] Target fee shall not be greater than [REDACTED]

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

CLIN	Contract Type	Qty (Hrs)	Avg Hourly Rate (Rate)	Min Fee/Hour (MinF)	Target Fee/Hour (TF)	Max Fee/Hour (MF)	Min Fee (Hrs*MinF)	Target Fee (Hrs*TF)	Max Fee (Hrs*MF)	Target Cost (Hrs*Rate)
7000	CPIF	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7001	CPIF	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7002	CPIF	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(i) The CPIF target cost for CLIN 7000, 7001, and 7002 shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

Surge Labor:

		Hourly Rates		Totals	
CLIN	Qty (Hrs)	Estimated	Fixed	Fixed Fee	Estimated
		Cost/Hr (Rate)	Fee/Hour (FF)	(Hrs * FF)	Cost (Hrs * Rate)

NOTE H: Relocation & Total Compensation for OCONUS Place of Performance is hereby added:

If a permanent change in duty station is required for performance under this Task Order, the Contracting Officer shall notify the contractor of the request for change IAW with the terms and conditions of the Task Order. The Contractor shall provide an estimate for all costs associated with the change in place of performance to include proposed relocation expenses IAW FAR 31-205-35, adjustments to the hourly labor rate and any other costs requested to be billed directly to the Task Order.

Education costs for other than bona fide employees are unallowable, except that the costs incurred for educating employee dependents (primary and secondary level studies) when the employee is working in a foreign country where suitable public education is not available may be included in overseas differential pay (FAR 31.205-44) IAW the contractors approved disclosure statement. Approval of differential pay for dependent education costs shall be requested from the Contracting Officer if not proposed in response to the RFP. The request shall include the approved Cost Accounting System (CAS) disclosure statement, a justification outlining the unsuitability of public education in the place of performance. The justification shall include a list of all public schools in the place of performance and surrounding area and an explanation as to why the public education is unsuitable.

NOTE I: SERVICE CONTRACT LABOR STANDARDS (SCLS) APPLICABILITY

The Government has determined that FAR Subpart 22.10 is not applicable to this Task Order since professional services as defined by 29 CFR 541 are required by the SOW herein. Should the contractor determine services outside the exempted "executive, administrative or professional services" as defined by 29 CFR 541 are required by the SOW, the Contractor shall notify the Contracting Officer and the applicable terms and conditions will be incorporated into the contract.

CLAUSES INCORPORATED IN FULL TEXT:

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

Cost-Only CLINS:

9000, 9100, 9200, 9300, and 9400;

Fixed Fee CLINS:

7100, 7101, 7102, 7200, 7201, 7202, 7300, 7301, 7302, 7400, 7401, and 7402, as well as Surge CLINs 7003, 7103, 7203, 7204, 7303, and 7403;

Incentive Fee CLINS:

7000, 7001, 7002.

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.

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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CLINs 7000, 7001, 7002, and 7003 and if exercised CLINS 7100, 7101, 7102, 7103, 7200, 7201, 7203, and 7204, as well as CLINS 7300, 7301, 7302, 7303, 7400, 7401, 7402, and 7403.)

(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.

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TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 9000, 9100, 9200, 9300, and 9400)

- (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.

CONTRACTING OFFICER RELOCATION COST AUTHORIZATION

Contracting Officer approval is hereby granted for relocation costs of 1 person to the following OCONUS places of performance IAW **TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005), FAR Part 31 Contract Cost Principles and Procedures, specifically FAR 31.205-35, Relocation Costs and the 52.232-22, Limitation of Funds:**

Spain

The invoice for relocation costs with all expenses itemized and justified IAW FAR 31.205-35, Relocation Costs, shall be submitted to the Contracting Officer and COR prior to submission for payment.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PEO IWS 1.0/7.0/9.0 ENGINEERING SUPPORT SERVICES STATEMENT OF WORK

1.0 INTRODUCTION

The Program Executive Office for Integrated Warfare Systems (PEO IWS) 1.0 for AEGIS and AEGIS Fleet Readiness, 7.0 Future Combat Systems and 9.0 DDG 1000 is seeking engineering support services (ESS) to augment the Government's existing personnel, knowledge and processes. Specifically, PEO IWS 1.0, 7.0 and 9.0 require engineering analysis and expertise in support of their portfolio of programs which include AEGIS, AEGIS Fleet Readiness, DDG 1000, Enterprise Configuration Management, Future Combat Systems, Training Systems, Systems Engineering and Information Assurance. PEO IWS leads a professional and experienced organization that delivers Enterprise solutions for Naval Warfare Systems in the areas of Integrated Air and Missile Defense, Undersea Warfare, Anti-Submarine Warfare, Anti-Surface Warfare Amphibious Operations, Naval Surface Fire Support, Surface Strike, and Cyber Security Engineering. These solutions must operate seamlessly and effectively within the Fleet and Joint Forces with technically superior war fighting capability. The PEO IWS mission is to take the fight to the enemy and win, across the spectrum of maritime environments. This challenging blue water and littoral maritime environment, with a mix of small mission-tailorable and large multi-mission-capable units, manned and unmanned platforms, demands a complex mix of leadership, management, technical skills and practices from our civilian and military personnel, supported by ESS partners. Collectively, this team must provide effective and suitable deliveries of integrated warfare systems and technology, installed on a variety of platforms: surface ships, submarines, fixed wing and rotary aircraft, ground mobile and transportable systems. To meet this challenge, PEO IWS must deliver capabilities that cut across specific ship, aircraft, or system platforms.

2.0 BACKGROUND

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

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

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2.1 ORGANIZATION

Program Executive Officer (PEO) IWS leads the collective acquisition of his portfolio, directly reporting to Assistant, Secretary of the Navy for Research, Development, and Acquisition (ASN(RD&A)). The PEO's Direct Report is the Executive Director who serves as the PEO Deputy. Rounding out the Executive Leadership Team are two additional Directors, the Director for Above Water Sensors and the Director for Integrated Combat Systems. The following paragraphs describe the roles and responsibilities of the Program Offices utilizing this contract vehicle.

IWS 1.0: AEGIS and AEGIS Fleet Readiness - Provider of AEGIS Combat System and related technical and end-user management services applicable to AEGIS Cruisers and Destroyers. Responsible for coordination with Ship Acquisition Managers, Technical Warrant Holders, and Ship Design Managers for Combat System Engineering for DDG-51 Flight 3 and Cruisers. Services support integration of all Participating Acquisition Resource Manager Plans, risk assessments and mitigations for Fleet Readiness, assurance of In-Service Support, coordination with AEGIS Technical Representative for timely acceptance of contractor deliverables, and Surface Combat Systems Center, Wallops Island for scheduling of land-based test site on path to ship installations, combat system light offs, and tactical certifications. IWS 1 also provides Enterprise Services to other organizations in PEO IWS such as

Configuration Management, Platform Integration and Test, and other T&E Services. Enterprise Configuration Management covers change management of Technical Documents derived from operational needs, interface requirements and/or design/descriptions; Installation Control Documents; and Warfare Systems Interface Diagrams.

IWS 7.0: Future Combat Systems - Provider of Battlegroup Tactical Trainer, Naval Integrated Fire Control – Counter Air Capability. Coordinator for non-ASW and USW technologies aimed at Fleet Training Systems, and Future Combat Systems and their contributing system elements. Provider of PEO IWS enterprise systems engineering services such as Information Assurance, Modeling and Simulation, Capabilities Assessment and Science and Technology Coordination.

IWS 9.0: DDG1000 - Provider of DDG 1000 Combat System management services. Services include: coordination and alignment of plans for subsequent development of Memoranda of Understanding and/or Agreements for platform-specific implementations. Coordinates with Participating Acquisition Resource Managers, Ship Acquisition Program Managers, Ship Design Managers, and Technical Authority Managers. IWS 9 coordinates technical and programmatic risk assessments, their mitigations, the scheduling, installation, and testing of system changes at land-based test sites and operational platforms, assessments for Fleet Readiness, assurance of in-service support, assurance and, as necessary, support of financial, and procurement services.

2.2 GENERAL

The performance objective, standards and assessment plan described below are applicable to the total scope of services being performed under this contract.

PERFORMANCE OBJECTIVE: Provide an enterprise solution encompassing a full range of engineering support services for PEO IWS 1.0, 7.0 and 9.0's highly interrelated product lines

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developed for the functional areas of System Engineering, Ship Integration and Test and Product Development.

PERFORMANCE STANDARD: The following performance standards serve as a basis for determining whether performance outcomes have been achieved to customer satisfaction and the delivery of the service is considered acceptable. Technical and status reports shall be factually accurate, complete, high quality and adhere to due dates and deadlines. Deliverables including studies and analyses, acquisition support, presentations and other knowledge management functions shall be measured through the customer assessment plan. Services shall reflect innovative, technical management approaches employed to increase efficiencies and cost control.

ASSESSMENT PLAN: Periodic Government review and assessment of deliverables and products will be accomplished in accordance with the Quality Assurance Surveillance Plan. Individual cases of unsatisfactory performance or deliverables will be provided to the Contractor as deemed appropriate by the Government. Monthly Contractor reports are required and must contain work accomplished, areas of risk, concern or delay, and segregated by modifications.

3.0 SCOPE

This Statement of Work (SOW) applies to the broad areas of Systems Engineering, Ship Integration and Test, Product Development for the current and future Programs and their variants assigned to PEO IWS 1.0, 7.0 and 9.0. Operations entail the development, coordination and integration of technical solutions to problems inherent in the acquisition and integration of major combat systems from development and production, through at sea acceptance testing in surface ships to in service support. The contractor shall provide direct program office support and be prepared to provide rapid responses to emergent problems, staff special problem resolution teams and recommend courses of action.

4.0 APPLICABLE DOCUMENTS

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

Table 1 Applicable Documents

Document	Title/Description
CJCS Instruction /Manual 3170 and 3170.01H 10 January 2012	Operation of the Joint Capabilities Integration and Development System
DOD Directive 5000.1 20 November 2007	The Defense Acquisition System
Interim DoD Instruction 5000.02 November 25, 2013	Operation of the Defense Acquisition System
SECNAVINST 5000.2E	Department of the Navy Implementation and Operation of the Defense

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1 September 2011	Acquisition System and the Joint Capabilities Integration and Development System
SECNAVINST 5216.5D 29 August 1996	Department of the Navy Correspondence Manual
FMR 7000.14-R June 2011	DoD Financial Management Regulation
OPNAV Instruction 1000.16K Total Force Manpower Management 22 August 2007	Military Manpower Management
DoD 8570.01-M 24 January 2012	Information Assurance Workforce Improvement Program
OPNAVINST 5420.113 16 July 2012	Draft OPNAV Instruction, administered by N86, for the contribution by the Surface Warfare Tactical Requirements Group into the overarching, N8-administered, capability-based phasing for combat system functionality.
OPNAVINST 4000.79B 28 April 2008	Implements compliance with Title 14 USC 3, relationship between DoN and Coast Guard under President of US's direction; Title 14 USC 145, DoN's responsibilities as requested by Department of Homeland Security to train Coast Guard during peacetime as part of its reserve force, and to build vessels for use by Coast Guard during wartime operations.
PEO Instruction 7100.1B, dated 24 August 2011	Implementing Instruction for PEO IWS to comply with DoN's and NAVSEA's adherence to DoD's PPBES.
PEO IWS Enterprise Product Life Cycle Management Integrated Data Environment (ePLM IDE) Version 1.0, dated 2-15-2011	Business Need for consolidating existing PEO IWS Integrated Data Environments which host materiel data for maintaining fleet readiness as part of Life Cycle Support. Requires IDEs to be interoperable with those supported by other PEOs and/or maintenance centers. (Edited. Business Sensitive information has been removed).
Surface Navy Combat System Development	PEO IWS Combat System Development Strategy and Acquisition Plan for implementing Open Systems Architecture to enable more rapid technology

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Strategy Acquisition Management Plan, Version 1.0, dated 18 December 2009.	insertions. IWS 1 authored the documents for applicability to the AEGIS Combat System and SSDS Combat System, as anchor systems.
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5.0 TASKS

The tasks below are integral to the execution of PEO IWS 1.0, 7.0 and 9.0 programs as well as future acquisition programs under the cognizance of the program manager. Tasking includes providing engineering support for systems engineering, ship integration and test, and product development.

5.1 – Systems Engineering

5.1.1 The contractor shall provide program engineering support services as directed for IWS 1.0, 7.0 and 9.0 to ensure that the program achieves its goals and objectives; that all deliverables are of the highest professional quality and are delivered in accordance with agreed upon dates/milestones.

a. The contractor shall support the planning, management and direction of system engineering RACI (Responsible, Accountable, Consulted, Informed) tasks associated with the acquisition, pre-planned product improvement, engineering change, testing and system integration of combat system elements into surface ships.

a.1 Execute performance and technical risk assessments and trade off analysis of pre-planned production improvement and integration decisions.

a.2 Provide detailed engineering analysis and recommendations

b. Prepare technical point papers, presentations, issue papers, Naval messages and memorandums.

c. Participate in Navy Review Team (NRT) activities and other Program/Technical reviews dealing with acquisition and integration of combat system elements.

c.1 Assess program technical risk and the maturity of the effort, clarify technical requirements, verify compliance to government requirements, evaluate the validity and completeness of technical documentation and assess the contractor's readiness to proceed to the next phase.

c.2 Assist in the adjudication of Questions/Action Items/Responses from NRT and Program/Technical Reviews.

d. Evaluate technical briefs and engineering change proposals.

d.1 Participate in pre-briefs, Local CCB, and Enterprise CCB for forward fit and back fit changes plus various other system integration/certification meetings.

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d.2 Update and maintain Interface Design Specifications (IDS) with approved Interface Change Requests (ICR). Track and monitor the IDS/ICR process and provide status as ICRs progress through the approval process.

e. Provide systems engineering technical program management support to develop and field open architecture products into naval surface combat systems.

e.1 Review and prepare comment to Computer Program Specifications, Prime Item Development Specifications, Computer Program Requirements Specifications, Computing System Requirements Documents, Computer Program Performance Specifications, Computer Program Design Specifications, Element Level Specifications and Interface Change Requests.

f. Provide systems engineering program management support for the acquisition of a variety of commercial equipment.

f.1 Manage impacts of commercial equipment and software obsolescence issues to the program.

g. Provide systems engineering technical program management support for the implementation and introduction of combat system upgrades in Surface Combatant ships; Carriers and Amphibious ships. This includes supporting the development of requirements definition, systems engineering, pre-planned product improvements (HW & SW), integration, test and certification, budget development and management, support engineering and serving as the point of contact for transition to production baseline engineering and programmatic matters.

h. Provide systems engineering technical program management support for the Command, Control, Communications, Computer and Intelligence (C4I) systems engineering for new construction ships, modernization and in-service baselines.

h.1 Participate in IPTs and working groups to ensure command and control interoperability among all combat system elements in surface ships, strike groups and joint, allied and coalition units.

h.2 Provide systems engineering technical program management support to ensure integration of C4I systems with baseline development including functional requirements definition; computer program upgrades; integration, test and evaluation of new computer programs; research and development budget definition and management.

i. Coordinate research and development efforts of advanced and enabling technologies in order to enable acquisition, upgrades, engineering change, test and evaluation, system integration and performance assessment of proposed and upgraded system elements in various warfare mission areas. Warfare mission areas include but are not limited to: anti-air, land attack, littoral, surface, undersea and ballistic missile defense.

j. Provide support in monitoring and assessing warfare mission area performance of in service ships including modifications, lifetime support, ship integration and test, and performance assessment of in service system elements. Support spans from Fleet Introduction to Phase Out.

k. Support the review of SRR/SPR/SDR/PDR/CDR/IPR data packages and participate in element review team meetings, design reviews and IPRs.

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k.1 Conduct technical analysis of the design features and deliver comments/questions according to the NRT schedules.

k.2 Review detailed technical analyses of modifications using existing and updated simulations and models to assess viability of the design modifications, evaluate expected performance and assess effect on overall performance.

k.3 Participate in the planning and conduct of engineering tests of various upgrades. Perform analysis of test data in support of baseline performance evaluation. Provide test observation, analysis and recommended solutions/improvements.

k.4 Provide engineering support for combat system element transition to the Fleet.

l. Receive, enter and maintain all applicable change document (Ship Change Documents (SCDs), Engineering Change Proposals (ECPs), Engineering Change Requests (ECRs), Requests for Deviation or Waivers, Advance Change Study Notices (ACSNs), Notice of Revisions, etc.) information in the appropriate database as specified by PEO IWS 1CM. Review and analyze Change Documents for completeness, format and conformance to applicable instructions and standards. Track all Change Documents from number assignment through the various change control processes; Post Change Documents and review comments to the appropriate Web Page and enter into the PEO IWS Enterprise Configuration Control Process (ECCP).

l.1 Assist in providing ongoing updates to assigned data fields in databases and assist the Government Security Point of Contact in establishing all CM database new user requirements for PEO IWS 1CM. Assist in preparing and submitting new CM and change management requirements to database administrators as required. Participate in database design testing when updates have been implemented that impact the CM and change management modules.

l.2 Provide draft/final CCB directives and distribute documents as directed. Coordinate change review comments and negotiate comment conflict resolutions with the technical community. Establish and maintain complete electronic change folders that include, but are not limited to, the Change Document, review comments, and action item responses. Prepare Walk-Through and off-line adjudication packages when required. Provide metrics to reflect timelines for Change Board Agendas and Minutes and to monitor changes in the change queue (e.g. number/type of changes received, deferred, approved, etc).

l.3 Coordinate review comments from the change control infrastructure in support of the PEO IWS Local Change Control Board (LCCB and the IWS Enterprise Configuration Control Board (CCB) and others as required.

l.4 Coordinate CM actions with the System Integration Program Managers (SIPMs), Combat System Engineers, Ship Integration personnel, contractor support, other PEO's, field activities, Original Equipment Manufacturers (OEMs) and the Participating Acquisition Resource Managers (PARMs).

l.5 Coordinate and facilitate implementation of the IDS/ICR process with the technical community in support of PEO IWS 1CM. Track and monitor IDS/ICR signature statuses through the change control process. Track action items and ensure final resolution.

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1.6 Ensure current policy and guidance documents, CM briefs, change preparation guidance and change submittal documents are posted and maintained; Create and maintain specialized areas, as required, with limited user access for posting related information and documents; Post updates to the PEO IWS 1CM web site.

5.2 – Ship and Systems Integration and Test

5.2.1 The contractor shall provide management and engineering support services in the design, integration, installation and testing of the Combat System in all current and future US Surface Combatants and land based sites to include conceptual design, new construction, modernization and in-service.

a. Provide technical analysis and support studies for systems integration with shipboard combat systems, training systems and future capability upgrades. Provide technical inputs and participate in technical working groups.

b. Support business and financial management functions by drafting engineering inputs for the Program Objective Memorandum (POM),

b.1 Provide analysis of engineering budget execution and develop recommendations to improve the execution and utilization of engineering resources.

c. Support all aspects of Ship Alteration installation including:

1. Analyze Fleet Availability Schedules
2. Analyze FMP Management Information System (FMPMIS)
3. Programming and supporting documentation preparation, drawing development Cost projections and ordinance alteration/field change kit development.
4. Provide assistance in the planning, scheduling, installation and checkout (both hardware and Software) of new, modernization and FMP installations of ship's systems
5. Monitor, track and develop schedules showing equipment installations to ensure adherence to applicable Navy standards and specifications for both existing and new construction ships.
6. Assist in coordinating installations with Type Commanders, the In Service Engineering Agent and acquisition personnel.
7. Assist in the procurement of alteration material and equipment.

d. Support all aspects of the TSRA (Total Ship Readiness Assessment) process to include providing assistance in fulfilling emergent requirements.

e. Establish and maintain dedicated war rooms at the contractor facility for use by the PEO IWS 1, 7 and 9 directorate staff and affiliated personnel.

f. Assist in the assessment of new construction platforms and strike group compositions to determine the scope and complexity of combat system installations as they relate to interoperability issues/concerns and make recommendations.

g. Maintain and update manuals, instructions, Guidance and Policy Papers and other directives as required.

g.1 Review all current DoN and Naval Sea Systems Command policies as well as coordinating

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with program systems engineers both in and outside of the PEO.

h. Track the progress of GFI, GFE, ECPs, SECPs, AWIs and ORDALTs necessary to support the PEO IWS 1, 7 and 9 directorate related systems and the ship installation and test program in the shipyard during construction. Review combat system ECPs for ship/combat system impacts.

i. Develop and maintain the Post Delivery Availability and Post Shakedown Availability Matrix.

i.1 Determine impact of variances between production and testing events as indicated in the Navy Master Schedule and the actual timing of the events.

j. Provide management information papers, briefings, technical support papers and action item responses as required. Prepare presentations and reviews to support technical and/or programmatic decision making (to include hull specific point papers and INSURV briefings).

k. Provide administrative services to track status and coordinate preparation of ship integration input to change packages for forward fit combat system upgrades and equipment changes with ship impact into new construction. Support Technical Data Package reading sessions for forward fit combat system changes. Analyze space arrangements, Cable Block Diagrams, Cable Running Sheets, Electrical Power, Heating Ventilation Air Conditioning, Outline and Installation Drawings for Installation Control Drawings and foundation impacts.

l. Maintain communication with the In Service Engineering community to ensure proper transition of forward fit improvements into backfit and modernization planning.

m. Attend issue meetings, program reviews, ship production progress conferences, configuration management and change board meetings. Support PARM reviews for combat system elements.

n. Maintain action item database for Combat Systems Integration related issues – track and report weekly on progress.

o. Provide trial card response coordination and tracking for the resolution of shipboard problems documented during ship trials, inspections and certifications. Prepare inputs for ship acceptance waiver messages.

p. Support evaluation of feasibility of combat systems engineering work packages completion schedules, workload, kit availability and manpower.

p.1 Distribute and coordinate review of all combat system waterfront work specifications, trial cards, 2 KILOs and ensure comments are incorporated as modifications to the work specifications.

p.2 Research and respond to shipyard questions on work specification development.

p.3 Identify trial card and kit installation impacts on safety and combat system operational capability.

p.4 Perform liaison duties with the various ISEAs and contractors to ensure full supportability of the changes during the availability.

p.5 Review changes and work items for special engineering support requirements.

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p.6 Monitor status of open DD-250 combat system installations from new construction.

p.7 Update all CS open items within 30 days of the completion of each availability.

p.8 Provide status reports and lessons learned within 30 working days after the completion of each availability.

p.9 Document technical progress of associated life cycle element changes through completion of availabilities to ensure compliance with approved requirements, providing corrective action recommendations if inconsistencies are noted.

q. Provide technical support to Shock Program and all Sea Trials to include:

- monitoring equipment installation
- support Alpha/Bravo or combined trials and Final Contract Trials
- Ship shock inspections
- shock cards and shock compartment completion
- inspection reports
- monitoring resolution of shock items
- at sea support and post shock trial work

r. Provide technical and programmatic support for new construction Live Fire Test and Evaluation programs. Including:

- Vulnerability Assessment Reports
- Ship Shock Trials/Tests
- Combat System Survivability Demonstration
- Total Ship Survivability Trial
- Equipment/system shock qualification testing
- Ship shock integrity inspection program

s. Review, monitor, maintain and track approved equipment shock hardening installations and modifications for all ship equipment.

t. Conduct follow-up resolution of LFT&E survivability items resulting from trials and inspections.

t.1 Support development of new construction and new baseline Shock Analysis Plan and support the Shock Deficiency Correction Program.

5.3 - Product Development

5.3.1 Contractor shall provide program and engineering support services to assist the Program Offices in monitoring and managing the specific product development activities performed by the Prime Contractors. The contractor shall liaison directly with the Fleet, PEO IWS and Ships personnel, Navy and DOD laboratories, field activities and associated program offices and contractors to ensure the goals, objectives and milestones of the product development activities are achieved.

a. Support IWS product line managers in their work with numerous organizations and agencies in efforts associated with combat system program transition from research and development to production and in-service support.

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b. Perform risk assessments and trade-off analysis of product line development decisions with the objectives of assessing maturity of the effort, clarify development requirements, monitor compliance to government requirements, evaluate the validity and completeness of technical documentation and assess the contractor's readiness to proceed to the next phase.

c. Prepare technical point papers, presentations, issue papers, Naval messages and memorandums.

Participate in Navy Review Team (NRT) activities and other Program/Technical reviews dealing with development and integration of combat system elements.

c.1 Evaluate technical briefs, engineering change proposals and participate in configuration boards for the product line items under development.

d. Ensure validity of various documents generated during the development process: Computer Program Specifications, Prime Item Development Specifications, Computer Program Requirements Specifications, Computing System Requirements Documents, Computer Program Performance Specifications, Computer Program Design Specifications, Interface Design Specifications, Element Level Specifications and Interface Change Requests.

d.1 Monitor development process to ensure the product line adheres to open architecture standards.

d.2 Participate in IPTs, working groups to ensure the product line development supports command and control interoperability among all combat system elements in ships, strike groups, and Joint, Allied and Coalition units.

d. 3 Provide support for various reviews conducted during product line development cycle to ensure the product meets expectations established in the requirements documents as articulated in the major milestones schedules to include SRR/SDR/PDR/CDR/IPR.

e. Coordinate research and development efforts of advanced and enabling technologies in support of the Advance Capability Build approach for product line development.

f. Participate in the planning and conduct of developmental tests of various product lines. Provide support for the analysis of test data gathered during product line performance evaluation, provide test observation and recommended solutions and improvements.

f.1 Support data analysis of at sea test events.

f.2 Support product line transition to the Fleet.

6.0 GENERAL REQUIREMENTS

6.1 FACILITIES PHYSICAL LOCATION

The contractor shall provide conference rooms and associated facilities within a 15 minute walking distance of the Washington Navy Yard for holding Government sponsored meetings, teleconferencing, video conferencing and briefings for PEO IWS 1/7/9 program personnel. The conference rooms should seat at least 50 people and be able to support at least two meetings

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simultaneously. The contractor shall provide both Classified (up to SECRET level) and Unclassified conference facilities.

The contractor shall have individual war rooms for each of the task areas. Each room should seat up to 20 people and have sufficient wall space to display up to three briefing packages simultaneously.

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

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

The contractor shall provide handicapped access to all facilities.

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

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

The contractor shall review space allocation, assign seats, ensure workstations are adequate for team members, review workflow within the office and periodically assess facilities for adequacy and recommend alternatives.

The contractor shall provide capability to archive and store historical documentation. A minimum security storage capacity of 1,152 cubic feet is required.

6.1.1 OCONUS Place of Performance

The contractor shall provide 1 each full time employee for performance in the following OCONUS locations:

Naval Station Rota Spain

Commander Fleet Activities Yokosuka (CFAY), Japan; Ship Repair Facility -Japan Regional Maintenance Center (SRF-JRMC)

Applicable Status of Forces Agreements (SOFA) shall apply.

Tasking shall include In-service support related to the production and delivery of IWS/NSWC products (AEGIS) in support of IWS 1.0 and AEGIS Fleet Readiness at Fleet Concentration areas, IAW SOW paragraph: 5.1.1, subparagraphs a. through l. The contractor shall identify, track, and resolve issues at the waterfront (Japan, Spain). Maintain configuration control of the ships, and support ship checks and certifications. Provide status reports, analysis and data for ships and items that could impact a ship or its baseline, and correction actions.

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Provide Support for IWS 1.0 AEGIS and AEGIS Fleet Readiness at Fleet Concentration areas by representing and supporting PEO IWS in the Combat Systems (CS) Program Management Representatives (PMR) office through In Service Review (ISR) CS Support, supporting Surface Team One (ST1) ship classes from passage of the SCN Obligation and Work-Limiting Date (OWLD) throughout the lifecycle of the ship. CS PMR will support Ship Readiness by providing timely support to ships, coordinate technical recommendations with applicable activities and provide necessary data/reports to Warfare Centers and PEO IWS. Combat System support may be required at the following homeports; Norfolk, VA; Mayport, FL; San Diego, CA; Pearl Harbor, HI; **Yokosuka, Japan and Rota, Spain**. Provide a core of personnel knowledgeable in technical matters, who can focus resources required to identify and resolve waterfront issues and maintain configuration control of the ships. The contractor will work with their NSWC PHD Code 206 Government reps to PMRS to report issues to IWS and other stakeholders, including the Configuration Manager, all Waterfront Configuration Changes installed/removed outside of availabilities. Provide support to PEO IWS to provide Weekly Homeport Status Reports. Focus is on production and delivery of PEO IWS/Warfare Center Products. Provide In-Service Ship Readiness by providing timely analysis, corrective actions, and data for ships in their homeports as well as any information that could impact a class of ships or it's respective baseline. Assist PEO IWS by tracking Combat System issues such as CASREPs, C5RA/TSRA, logistics, manning, obsolescence, training issues with new systems/capabilities or other systems that Ships Force highlights that may prevent Ships from reaching full Battle Ready condition. Support ship checks and certifications as well as coordinating with local RMCs on technical issues especially those regarding interoperability and Total Ship Readiness Assessment (TSRA) support.

Initial CFAY Japan access requires CAC card and a Letter of Identification (LOI) signed by the COR.

Access to Naval Station Rota by DOD sponsored contractors must be coordinated through the US Government civil servant on the base and the Office of Defense Cooperation-Madrid following prescribed lead times given the circumstances (reason, duration, etc...). A designation letter is required that provides base access and allows other benefits.

6.2 SECURITY REQUIREMENTS

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment 11) provides the Security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

All contractor personnel associated with and/or performing work relative to the resultant contract must be United States citizens and shall be cleared to a minimum of the SECRET level at time of contract award. The Contractor must be able to obtain TOP SECRET clearance to address requirements when they arise.

6.3 TRAVEL

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

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

6.4 DELIVERABLES

The Contractor shall provide deliverables at necessary level of classification when requested. An unclassified version will be provided, if required, to facilitate public release of the deliverable.

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

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

6.5 MANDATORY TRAINING

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

7.0 SURGE AND SPECIAL STUDIES

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

Technical Instructions (TIs) describing the surge requirements will be issued when the Surge Option is authorized for execution.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

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(NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data

or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

**HQ-C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)
DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227- 7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly

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perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

CONTRACTOR USE OF COMMERCIAL COMPUTER SOFTWARE, INCLUDING OPEN SOURCE SOFTWARE (NOV 2010)

a. Contractor Use of Commercial Computer Software, including Open Source Software. Open source software is often licensed under terms that require the user to make the user's modifications to the open source software or any software that the user 'combines' with the open source software freely available in source code form pursuant to distribution obligations in the license.

1. In cases where the Contractor proposes to use open source software while performing under a

Government contract, regardless of whether the open source software is delivered, the Contractor shall not: create, or purport to create, any Government distribution obligations with respect to the Government computer software deliverables.

2. Prior to using any Commercial Computer Software, the Contractor shall additionally evaluate

each license for Commercial Computer Software, including open source software, and confirm that each of the following requirements are satisfied:

(1) a license for a particular commercial computer software shall be compatible with all other licenses for other commercial computer software that are or will be linked to, integrated with, or associated with the particular commercial computer software, including when the particular commercial computer software and the other commercial computer software are used with the same computer program;

(2) a license for commercial computer software shall not impose a Government

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distribution obligation that is foreseeable by the Contractor;

(3) a license for commercial computer software shall not be terminated by the Contractor's use of the commercial computer software in performing under the contract; and

(4) the Contractor's cost to comply with this requirement presents no additional cost to the Government.

If, as a result of the Contractor's evaluation, the Contractor satisfies all of the requirements in paragraphs a.2 (1) through a.2 (4) above, then the Contractor may immediately begin using the Commercial Computer Software. Within thirty days, the Contractor shall notify the contracting officer in writing that the Contractor has evaluated the Commercial Computer Software use and the Commercial Computer Software license and made each determination required in paragraphs a.2(1) through a.2(4) above. This notification shall also include all information regarding the identification and proposed use(s) of the Commercial Computer Software. If the Contractor is unable to satisfy all of the requirements in paragraphs a.2(1) through a.2(4) above for a particular Commercial Computer Software license, then the Contractor may not use the Commercial Computer Software covered by the particular license without prior approval by the Contracting Officer. If the Contractor wants to use the Commercial Computer Software for which the requirements of paragraph a.2(1) through a.2(4) are not satisfied, the Contractor shall request approval to use the otherwise prohibited subject Commercial Computer Software from the Contracting Officer by providing a written notification addressing (i) the name and version number of the software; (ii) the name of the applicable license(s); (iii) a brief description of the technical use and implementing approach; (iv) a "yes/no" indication of whether the Contractor has made, or will make, any modifications to the source code; (v) the software website; and (vi) an identification of the reason(s) that the Contractor was unable to make the determinations in paragraphs a.2(1) through a.2(4) above.

For definition of "Commercial Computer Software" see DFARS 252.227-7014 and DoD CIO memorandum dated October 16, 2009.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALT II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or

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Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

Government Furnished Information:

ACCESS database "Advanced Configuration Control Engineering Status System"

List of Government Furnished Information contained in Attachment 5

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

NON-DISCLOSURE AGREEMENTS

The contractor may be required to sign NDA with other companies providing support to NAVSEA if access to their proprietary or business sensitive data is required.

DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

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(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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SECTION D PACKAGING AND MARKING

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

DATA PACKAGING LANGUAGE

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.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

Name of Individual Sponsor:

Name of Requiring Activity:

City and State:

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SECTION E INSPECTION AND ACCEPTANCE

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

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES Items 4000 and 7000 series - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423 (Exhibit 1).

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/29/2016 - 4/28/2017
7001	4/29/2016 - 4/28/2017
7002	4/29/2016 - 4/28/2017
7003	4/29/2016 - 4/28/2017
7100	4/29/2017 - 4/28/2018
7101	4/29/2017 - 4/28/2018
7102	4/29/2017 - 4/28/2018
7103	4/29/2017 - 4/28/2018
7200	4/29/2018 - 4/28/2019
7201	4/29/2018 - 4/28/2019
7202	4/29/2018 - 4/28/2019
9000	4/29/2016 - 4/28/2017
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019

CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 19 December 2014. 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.

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:

7000	4/29/2016 - 4/28/2017
7001	4/29/2016 - 4/28/2017
7002	4/29/2016 - 4/28/2017
7003	4/29/2016 - 4/28/2017
7100	4/29/2017 - 4/28/2018
7101	4/29/2017 - 4/28/2018
7102	4/29/2017 - 4/28/2018
7103	4/29/2017 - 4/28/2018
7200	4/29/2018 - 4/28/2019
7201	4/29/2018 - 4/28/2019
7202	4/29/2018 - 4/28/2019

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9000	4/29/2016 - 4/28/2017
9100	4/29/2017 - 4/28/2018
9200	4/29/2018 - 4/28/2019

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

7203	4/29/2018 - 4/28/2019
7204AA	4/29/2018 - 4/28/2019
7300	4/29/2019 - 4/28/2020
7301	4/29/2019 - 4/28/2020
7302	4/29/2019 - 4/28/2020
7303	4/29/2019 - 4/28/2020
7400	4/29/2020 - 4/28/2021
7401	4/29/2020 - 4/28/2021
7402	4/29/2020 - 4/28/2021
7403	4/29/2020 - 4/28/2021
9300	4/29/2019 - 4/28/2020
9400	4/29/2020 - 4/28/2021

The periods of performance for the following Award Term Options (if earned and if exercised) are as follows:

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

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989 (Alternate I APR 1984)

52.247-34 FOB ORIGIN, CONTRACTOR'S FACILITY (FEB 2006)

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed price contract line item numbers (CLINs), 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.

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

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

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.

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252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

(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.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(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 administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) 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);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(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.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

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.

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC--HQ0337	
Issue By DoDAAC--N00164	
Admin DoDAAC--S2404A	
Inspect By DoDAAC--	
Ship To Code--N00024	
Ship From Code	*
Mark For Code	*
Svc Approver (DoDAAC)	*
Svc Acceptor (DoDAAC)-N00024	*
Accept at Other DoDAAC	*
LPO DoDAAC	*
DCAA Auditor DoDAAC--S5113A	*
Other DoDAAC(s)	*

**To be completed at time of award.*

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

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

Contracting Officer's Representative: [REDACTED]

(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.

[REDACTED]

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

(End of clause)

TYPE OF ORDER

This task order is a Cost-Plus-Incentive-Fee (CPIF) and Cost-Plus-Fixed-Fee (CPFF) for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for

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time period(s) stated in Section B and H, as applicable.

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)

[REDACTED]

PROCURING CONTRACTING OFFICER (PCO)

NSWC Crane

[REDACTED]

[REDACTED]

PURCHASE OFFICE REPRESENTATIVE (POR)*

[REDACTED]

**Note that the POR is the Contract Specialist*

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

[REDACTED]

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

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TASK ORDER RATES

- Subcontractor rates proposed on a Time & Material or Labor Hour basis are hereby incorporated into the Task Order. Subcontractors proposing on a Time & Material or Labor Hour basis shall invoice rates proposed.

Accounting Data

SLINID	PR Number	Amount
700001	130056483100001	2643151.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
700101	130056483100003	1415341.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
700102	130056483100005	126938.00
LLA :		
AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A10003389706		
700103	130056483200001	189403.00
LLA :		
AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782		
700201	130056483100007	1205132.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
700301	130056483100008	449678.00
LLA :		
AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706		
900001	130056483100002	584848.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
900002	130056483100006	14104.00
LLA :		
AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A10003389706		
900003	130056483100009	49964.00
LLA :		
AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706		
900004	130056483200002	21045.00
LLA :		
AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782		
BASE Funding 6699604.00		
Cumulative Funding 6699604.00		
MOD 01		
700001	130056483100010	814177.00
LLA :		
AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706		
10 USC 2410(a) authority is hereby invoked		
700002	130056483100013	13146.00
LLA :		

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AE 1761804 8M4K 251 WS010 0 050120 2D 000000 A30003389706
 USC 2410(a) is hereby invoked

700003 130059210200001 284329.00
 LLA :
 AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

700004 130056483100019 101500.00
 LLA :
 AK 1761804 8C2C 251 WS100 0 050120 2D 000000 A60003389706
 10 USC 2410 (a) is hereby invoked

700101 130056483100011 263016.00
 LLA :
 AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706
 10 USC 2410(a) is hereby invoked

700201 130056483100012 1422807.00
 LLA :
 AD 1761804 8B2B 251 WS010 0 050120 2D 000000 A00003389706
 10 USC 2410(a) is hereby invoked

700202 130056483100014 146595.00
 LLA :
 AC 1761804 8B2B 251 WS010 0 050120 2D 000000 A20003389706
 10 USC 2410(a) is hereby invoked

700203 130056483100015 180750.00
 LLA :
 AF 1761804 8D3D 251 WS010 0 050120 2D 000000 A40003389706
 10 USC 2410(a) is hereby invoked

700204 130056483100016 30683.00
 LLA :
 AE 1761804 8M4K 251 WS010 0 050120 2D 000000 A30003389706
 10 USC 2410(a) is hereby invoked

700205 130056483100018 148663.00
 LLA :
 AG 1761804 8C2C 251 WS020 0 050120 2D 000000 A50003389706
 10 USC 2410(a) is hereby invoked

700206 130059210200003 804090.00
 LLA :
 AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

700207 130059210200004 28665.00
 LLA :
 AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

900005 130056483100017 7171.00
 LLA :
 AE 1761804 8M4K 251 WS010 0 050120 2D 000000 A30003389706
 10 USC 2410 (a) is hereby invoked

900006 130059210200002 58192.00
 LLA :
 AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

900007 130059210200005 30000.00
 LLA :
 AJ 1741611 1227 251 SH500 0 050120 2D 000000 A10003580452

MOD 01 Funding 4333784.00
 Cumulative Funding 11033388.00

MOD 02

700104 130059266200003 153043.00

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LLA :
AL 1761319 15YV 251 SH377 0 050120 2D 000000 A00003584411

900008 130059266200001 14957.00

LLA :
AL 1761319 15YV 251 SH377 0 050120 2D 000000 A00003584411

MOD 02 Funding 168000.00
Cumulative Funding 11201388.00

MOD 03

700005 130060432500004 4630023.00

LLA :
AM 1721611 1224 251 SH400 0 050120 2D 000000 A20003677975

700006 130059266200004 140167.00

LLA :
AP 1761319 A5XP 251 WS030 0 050120 2D 000000 A20003584411

700105 130060432500001 2000000.00

LLA :
AN 1711611 1224 251 SH400 0 050120 2D 000000 A00003677975

700106 130060432500003 395393.00

LLA :
AQ 1721611 1224 251 SH400 0 050120 2D 000000 A10003677975

700107 130060432500005 71738.00

LLA :
AM 1721611 1224 251 SH400 0 050120 2D 000000 A20003677975

700208 130060432500002 3104607.00

LLA :
AQ 1721611 1224 251 SH400 0 050120 2D 000000 A10003677975

700209 130059266200005 246162.00

LLA :
AP 1761319 A5XP 251 WS030 0 050120 2D 000000 A20003584411

700302 130059266200006 77914.00

LLA :
AP 1761319 A5XP 251 WS030 0 050120 2D 000000 A20003584411

900009 130060432500006 298239.00

LLA :
AM 1721611 1224 251 SH400 0 050120 2D 000000 A20003677975

900010 130059266200007 131761.00

LLA :
AP 1761319 A5XP 251 WS030 0 050120 2D 000000 A20003584411

MOD 03 Funding 11096004.00
Cumulative Funding 22297392.00

MOD 04

700007 130061051400001 25000.00

LLA :
AR 1771804 8D4D 251 WS120 0 050120 2D 000000 A00003730269

700008 130059266200009 144000.00

LLA :
AS 1761319 A5HA 251 WS020 0 050120 2D 000000 A30003584411

700009 130059266200008 70000.00

LLA :
AL 1761319 15YV 251 SH377 0 050120 2D 000000 A00003584411

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700108 130061140900001 246000.00

LLA :
AT 1771319 15YV 251 SH377 0 050120 2D 000000 A00003737479

MOD 04 Funding 485000.00
Cumulative Funding 22782392.00

MOD 05

710001 130063495500008 122208.00

LLA :
AU 1771804 8C2C 251 WS020 0 050120 2D 000000 A50003929029
10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710002 130063495500011 100500.00

LLA :
AV 1771804 8B5B 251 VU021 0 050120 2D 000000 A80003929029
10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710003 130063495700001 2860000.00

LLA :
AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

710004 130063495700003 80000.00

LLA :
AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

710101 130063495500004 144780.00

LLA :
AX 1771804 8B5B 251 VU021 0 050120 2D 000000 A30003929029
10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710102 130063495700004 140000.00

LLA :
AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

710103 130063497600001 960000.00

LLA :
BF 1741611 1224 251 SH400 0 050120 2D 000000 A00003929135

710104 130063497600002 463439.00

LLA :
BF 1741611 1224 251 SH400 0 050120 2D 000000 A00003929135

710201 130063495600001 15000.00

LLA :
BG 1761319 A5BD 251 WS070 0 050120 2D 000000 A00003929031
10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710202 130063497500001 49940.00

LLA :
BK 1771319 A4NP 251 WS020 0 050120 2D 000000 A10003929133

710203 130063495600002 13497.92

LLA :
BH 1761319 A683 251 WS010 0 050120 2D 000000 A10003929031

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10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710204 130063495500001 47855.00

LLA :

AY 1771804 8D3D 251 WS010 0 050120 2D 000000 A10003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710205 130063495500002 27145.00

LLA :

AZ 1771804 8C2C 251 WS020 0 050120 2D 000000 A00003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710206 130063495500003 10000.00

LLA :

BA 1771804 8C2C 251 WS020 0 050120 2D 000000 A20003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710207 130063495500012 8919.00

LLA :

BB 1771804 8C2C 251 WS020 0 050120 2D 000000 A90003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710208 130063495500007 6140.00

LLA :

BC 1771804 8C2C 251 WS020 0 050120 2D 000000 A40003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710209 130063495500009 1620.00

LLA :

BD 1771804 8C2C 251 WS020 0 050120 2D 000000 A60003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710210 130063495500010 17828.00

LLA :

BE 1771804 8C1C 251 WS060 0 050120 2D 000000 A70003929029

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this modification, or through 28 APRIL 2018, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

710211 130063495700002 2140000.00

LLA :

AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

710212 130063497500002 2641.00

LLA :

BJ 1771319 A5BJ 251 WS020 0 050120 2D 000000 A00003929133

710213 130063497500003 22972.00

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LLA :
BL 1771319 A5BJ 251 WS020 0 050120 2D 000000 A20003929133

710301 130063497600003 200000.00

LLA :
BF 1741611 1224 251 SH400 0 050120 2D 000000 A00003929135

910001 130063495700005 329124.00

LLA :
AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

MOD 05 Funding 7763608.92
Cumulative Funding 30546000.92

MOD 06

710001 130063495500017 160500.00

LLA :
AU 1771804 8C2C 251 WS020 0 050120 2D 000000 A50003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710005 130063497500005 88165.00

LLA :
BN 1771319 A6MH 251 WS070 0 050120 2D 000000 A40003929133

710006 130063497500006 38986.00

LLA :
BP 1771319 A6MH 251 WS070 0 050120 2D 000000 A50003929133

710007 130063495500020 55947.00

LLA :
BR 1771804 8B2B 251 WS010 0 050120 2D 000000 K60003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710008 130063495500021 25000.00

LLA :
BT 1771804 8D4D 251 WS120 0 050120 2D 000000 K70003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710009 130063495500022 12000.00

LLA :
BU 1771804 8C2C 251 WS100 0 050120 2D 000000 K80003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710010 130063495500023 33000.00

LLA :
BV 1771804 8C2C 251 WS020 0 050120 2D 000000 K90003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710011 130063495500024 30000.00

LLA :
BW 1771804 8C2C 251 WS020 0 050120 2D 000000 L00003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710013 130063495500018 60702.00

LLA :
BD 1771804 8C2C 251 WS020 0 050120 2D 000000 A60003929029

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10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710014 130063495500015 1911000.00

LLA :

BX 1771804 8B2B 251 WS010 0 050120 2D 000000 L10003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710105 130063495500016 800000.00

LLA :

BY 1771804 8D3D 251 WS010 0 050120 2D 000000 J80003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710214 130063495500013 636598.00

LLA :

BQ 1771804 8B2B 251 WS010 0 050120 2D 000000 I80003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710215 130063495500014 458082.00

LLA :

CJ 1771804 8B2B 251 WS010 0 050120 2D 000000 J00003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710216 130063495500019 116136.00

LLA :

BS 1771804 8J3H 251 WS010 0 050120 2D 000000 K40003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710302 130063495500025 91000.00

LLA :

BX 1771804 8B2B 251 WS010 0 050120 2D 000000 L10003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

910002 130063497500004 350000.00

LLA :

BM 1771319 A5XB 251 WS010 0 050120 2D 000000 A30003929133

MOD 06 Funding 4867116.00

Cumulative Funding 35413116.92

MOD 07

710015 130065501200002 125443.00

LLA :

BZ 1771611 1227 251 SH500 0 050120 2D 000000 A00004074440

710016 130063495500026 28067.00

LLA :

CB 1771804 8D4D 251 WS110 0 050120 2D 000000 L20003929029

10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710017 130063497500007 44001.00

LLA :

CC 1771319 A5HA 251 WS020 0 050120 2D 000000 A60003929133

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710018 130063497500008 165202.00

LLA :
CD 1771319 A4NP 251 WS020 0 050120 2D 000000 A70003929133

710019 130063497500009 30000.00

LLA :
CE 1771319 A5XP 251 WS030 0 050120 2D 000000 A80003929133

710020 130063497500010 17872.00

LLA :
CF 1771319 A4NP 251 WS030 0 050120 2D 000000 A90003929133

710021 130063497500011 84000.00

LLA :
CG 1771319 A4PB 251 WS050 0 050120 2D 000000 B00003929133

710022 130063497500012 14925.00

LLA :
CH 1771319 A5FH 251 WS110 0 050120 2D 000000 B10003929133

710106 130065501300001 197633.00

LLA :
CA 1771810 A4UU 251 WS010 0 050120 2D 000000 A00004074634

710217 130065501200003 344829.00

LLA :
BZ 1771611 1227 251 SH500 0 050120 2D 000000 A00004074440

910003 130065501200001 29728.00

LLA :
BZ 1771611 1227 251 SH500 0 050120 2D 000000 A00004074440

MOD 07 Funding 1081700.00
Cumulative Funding 36494816.92

MOD 08 Funding 0.00
Cumulative Funding 36494816.92

MOD 09

710023 130060432500007 3139705.00

LLA :
AN 1711611 1224 251 SH400 0 050120 2D 000000 A30003677975

710024 130063495500028 140330.00

LLA :
BW 1771804 8C2C 251 WS020 0 050120 2D 000000 L30003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710025 130063495500029 1000.00

LLA :
BE 1771804 8C1C 251 WS060 0 050120 2D 000000 L40003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710026 130063495500030 11088.00

LLA :
CB 1771804 8D4D 251 WS110 0 050120 2D 000000 L50003929029
10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710107 130063495700006 2564249.65

LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174

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710218 130063495500027 576238.00
 LLA :
 BY 1771804 8D3D 251 WS010 0 050120 2D 000000 J80003929029
 10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710219 130063495500031 253258.00
 LLA :
 BS 1771804 8J3H 251 WS010 0 050120 2D 000000 L60003929029
 10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710220 130063495700008 2350000.00
 LLA :
 CM 1721611 1224 251 SH400 0 050120 2D 000000 A20003929174

710221 130065501200004 168329.00
 LLA :
 BZ 1771611 1227 251 SH500 0 050120 2D 000000 A00004074440

710303 130059266200010 73769.00
 LLA :
 CK 1761319 A501 251 WS010 0 050120 2D 000000 A40003584411
 10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710304 130060432500008 1230295.00
 LLA :
 AN 1711611 1224 251 SH400 0 050120 2D 000000 A30003677975

710305 130063495500032 299145.83
 LLA :
 BS 1771804 8J3H 251 WS010 0 050120 2D 000000 L60003929029
 10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

710306 130063495700007 135750.00
 LLA :
 CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174

710307 130063495700010 300000.00
 LLA :
 AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174

710308 130067159800001 60000.00
 LLA :
 CN 1751810 A2CG 251 WS090 0 050120 2D 000000 A00004185740
 10 USC 2410(a) Authority is hereby invoked. Contractor may NOT perform against this SLIN after 28 APRIL 2018. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

910004 130063495700009 450000.00
 LLA :
 CM 1721611 1224 251 SH400 0 050120 2D 000000 A20003929174

MOD 09 Funding 11753157.48
 Cumulative Funding 48247974.40

MOD 10 Funding 0.00
 Cumulative Funding 48247974.40

MOD 11

700003 130059210200001 (120000.00)

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LLA :
AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

700206 130059210200003 (60000.00)
LLA :
AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

700207 130059210200004 (25000.00)
LLA :
AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452

710309 130069893800001 250000.00
LLA :
CP 1781611 1227 251 SH500 0 050120 2D 000000 A00004415016

710310 130069948200001 53067.00
LLA :
CQ 1781804 8D4D 251 WS120 0 050120 2D 000000 A00004418228

710311 130069948200002 7743.00
LLA :
CR 1781804 8C1C 251 WS020 0 050120 2D 000000 A10004418228

710312 130069948200003 75000.00
LLA :
CS 1781804 8D4D 251 WS120 0 050120 2D 000000 A20004418228

710313 130069948200004 1658.00
LLA :
CT 1781804 8D4D 251 WS020 0 050120 2D 000000 A30004418228

710314 130069948200005 40194.00
LLA :
CU 1781804 8C1C 251 WS020 0 050120 2D 000000 A40004418228

710315 130069948200006 25000.00
LLA :
CS 1781804 8D4D 251 WS120 0 050120 2D 000000 A20004418228

710316 130069948200007 69354.00
LLA :
CV 1781804 8M4K 251 WS010 0 050120 2D 000000 A50004418228

710317 130069948200008 15816.00
LLA :
CW 1781804 8C1C 251 WS100 0 050120 2D 000000 A60004418228

710318 130069948200009 14830.00
LLA :
CX 1781804 8C1C 251 WS100 0 050120 2D 000000 A70004418228

710319 130069948200010 84248.00
LLA :
CY 1781804 8B2B 251 WS010 0 050120 2D 000000 A80004418228

710320 130069948200011 85912.00
LLA :
CZ 1781804 8D4D 251 WS030 0 050120 2D 000000 A90004418228

MOD 11 Funding 517822.00
Cumulative Funding 48765796.40

MOD 12

720001 130070922600001 1555000.00
LLA :
DA 1751611 1224 251 SH400 0 050120 2D 000000 A00004493874

720002 130059210200007 205000.00

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LLA :
AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452
OWLD: 02/28/2021

720003 130063495700011 300000.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720004 130063495700012 700000.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720005 130056483200003 627410.00
LLA :
AA 1761810 A4UU 251 WS010 0 050120 2D 000000 A00003389782

720006 130069948200012 1000000.00
LLA :
DB 1781804 8B2B 251 WS010 0 050120 2D 000000 B00004418228
10 USC 2410(a) Authority is hereby invoked.

720007 130069948200013 1000000.00
LLA :
DC 1781804 8B2B 251 WS010 0 050120 2D 000000 B10004418228
10 USC 2410(a) Authority is hereby invoked.

720008 130059210200008 150000.00
LLA :
DF 1731611 1224 251 SH400 0 050120 2D 000000 A20003580452
OWLD: 02/28/2021

720009 130063495700016 200000.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720101 130063495700013 905838.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720102 130063495700014 600000.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720103 130069948200014 605000.00
LLA :
DD 1781804 8B2B 251 WS010 0 050120 2D 000000 B20004418228
10 USC 2410(a) Authority is hereby invoked.

720104 130069948200015 650000.00
LLA :
DB 1781804 8B2B 251 WS010 0 050120 2D 000000 B00004418228
10 USC 2410(a) Authority is hereby invoked.

720201 130070922600002 1200000.00
LLA :
DA 1751611 1224 251 SH400 0 050120 2D 000000 A00004493874

720202 130063495700015 100000.00
LLA :
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174
OWLD: 02/28/2021

720203 130069948200016 2500000.00
LLA :
DC 1781804 8B2B 251 WS010 0 050120 2D 000000 B10004418228

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10 USC 2410(a) Authority is hereby invoked.

720204 130069948200017 794513.00

LLA :

DE 1781804 8B5B 251 WS010 0 050120 2D 000000 B30004418228

10 USC 2410(a) Authority is hereby invoked.

920001 130070922600003 575000.00

LLA :

DA 1751611 1224 251 SH400 0 050120 2D 000000 A00004493874

MOD 12 Funding 13667761.00

Cumulative Funding 62433557.40

MOD 13

720010 130069948200018 134862.00

LLA :

DG 1781804 8C1C 251 WS060 0 050120 2D 000000 B40004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720011 130069948200019 5222.00

LLA :

DH 1781804 8C1C 251 WS060 0 050120 2D 000000 B50004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720012 130069948200020 13375.00

LLA :

DJ 1781804 8C1C 251 WS100 0 050120 2D 000000 B60004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720013 130069948200021 64046.00

LLA :

DK 1781804 8D4D 251 WS030 0 050120 2D 000000 B70004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720014 130069948200022 12954.00

LLA :

DL 1781804 8C1C 251 WS100 0 050120 2D 000000 B80004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720015 130069948200023 166157.00

LLA :

DM 1781804 8C1C 251 WS020 0 050120 2D 000000 B90004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720016 130069948200024 367000.00

LLA :

DN 1781804 8B5B 251 WS090 0 050120 2D 000000 C00004418228

10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this Modification. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

720017 130072005800001 300000.00

LLA :

DP 1781319 A5FH 251 WS120 0 050120 2D 000000 A00004563440

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MOD 13 Funding 1063616.00
Cumulative Funding 63497173.40

MOD 14

700108	130061140900001	(246000.00)
LLA :		
AT 1771319 15YV 251 SH377 0 050120 2D 000000 A00003737479		
700206	130059210200003	(744090.00)
LLA :		
AH 1731611 1227 251 SH500 0 050120 2D 000000 A00003580452		
710107	130063495700006	(275000.00)
LLA :		
CL 1721611 1224 251 SH400 0 050120 2D 000000 A10003929174		
710220	130063495700008	(50000.00)
LLA :		
CM 1721611 1224 251 SH400 0 050120 2D 000000 A20003929174		
710307	130063495700010	(152054.00)
LLA :		
AW 1721611 1224 251 SH400 0 050120 2D 000000 A00003929174		
710309	130069893800001	(250000.00)
LLA :		
CP 1781611 1227 251 SH500 0 050120 2D 000000 A00004415016		
910004	130063495700009	(70000.00)
LLA :		
CM 1721611 1224 251 SH400 0 050120 2D 000000 A20003929174		

MOD 14 Funding -1787144.00
Cumulative Funding 61710029.40

MOD 15

720006	130069948200032	747401.00
LLA :		
DB 1781804 8B2B 251 WS010 0 050120 2D 000000 B00004418228 10 USC 2410(a) Authority is hereby invoked.		
720018	130069948200027	103500.00
LLA :		
DQ 1781804 8B5B 251 VU021 0 050120 2D 000000 C10004418228 10 USC 2410(a) Authority is hereby invoked.		
720019	130069948200028	109066.50
LLA :		
DR 1781804 8B2B 251 WS010 0 050120 2D 000000 C20004418228 10 USC 2410(a) Authority is hereby invoked.		
720020	130069948200029	17867.50
LLA :		
DK 1781804 8D4D 251 WS030 0 050120 2D 000000 C30004418228 10 USC 2410(a) Authority is hereby invoked.		
720021	130069948200031	379484.00
LLA :		
DD 1781804 8B2B 251 WS010 0 050120 2D 000000 B20004418228 10 USC 2410(a) Authority is hereby invoked.		
720022	130069948200030	692738.00
LLA :		
DU 1781804 8J3H 251 WS010 0 050120 2D 000000 C40004418228 10 USC 2410(a) authority is being invoked Section C, Task 5.1		

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720023 130072005800002 69999.00

LLA :
DT 1781319 A5XP 251 WS030 0 050120 2D 000000 A10004563440

720105 130061140900003 246000.00

LLA :
AT 1771319 15YV 251 SH377 0 050120 2D 000000 A00003737479
10 USC 2410(a) funds expire for this SLIN 365 days from the effective date of this
Modification. Contractor may continue to invoice after this date, but only for work
performed during the applicable period.

720106 130069948200026 207100.00

LLA :
DQ 1781804 8B5B 251 VU021 0 050120 2D 000000 C10004418228
10 USC 2410(a) Authority is hereby invoked.

720107 130074226100001 161400.00

LLA :
DS 1781810 81CC 251 VU021 0 050120 2D 000000 A00004701425

920002 130069948200033 49757.00

LLA :
DE 1781804 8B5B 251 WS010 0 050120 2D 000000 B30004418228
10 USC 2410(a) Authority Is hereby invoked.

MOD 15 Funding 2784313.00
Cumulative Funding 64494342.40

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

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

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

NAVSEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in an attachment to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

The following property is provided as listed in Attachment 6:

3 each NMCI laptop computers

	<i>Asset #1</i>	<i>Asset #2</i>	<i>Asset #3</i>
<i>Asset #</i>	5100379400	5100474068	5100402414
<i>Serial Number#</i>	MXL3060N9P	MXL4090Y6N	MXL3251SFG

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and 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.

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(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 [REDACTED] total man-hours of direct labor, and an additional [REDACTED] man-hours for surge, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the

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work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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(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 (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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

FAR 52.204-2 -- SECURITY REQUIREMENTS (AUG. 1996)

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

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

FAR 52.216-8 FIXED FEE (JUN 2011) (APPLICABLE TO CLIN 7003, AND IF EXERCISED 7100, 7101, 7102, 7200, 7201, 7202, 7300, 7301, 7302, 7400, 7401, 7402, AS WELL AS SURGE CLINS 7103, 7203, 7204, 7303, AND 7403)

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

DFARS 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

DFARS 252.204-7005, Oral Attestation Of Security Responsibilities (Nov 2001)

DFARS 252.204-7012 Cyber Security Clause and NIST SP 800-171.

DFARS 252.229-7004 Status of Contractor As A Direct Contractor (Spain) (Jun 1997)

DFARS 252.229-7005 Tax Exemptions (Spain) (March 2012)

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

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

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
7003	04/28/2017
7100	04/28/2018
7101	04/28/2018
7102	04/28/2018

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7103 04/28/2018
7200 04/28/2019
7201 04/28/2019
7202 04/28/2019
7203 04/28/2019
7204 04/28/2019
7300 04/28/2020
7301 04/28/2020
7302 04/28/2020
7303 04/28/2020
7400 04/28/2021
7401 04/28/2021
7402 04/28/2021
7403 04/28/2021
9100 04/28/2018
9200 04/28/2019
9300 04/28/2020
9400 04/28/2021

(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)

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

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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:

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:

(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.

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(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 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

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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:

Basic Commerce and Industries, Inc. (BCI)

Black Knight Technology Inc.

DELTA Resources Inc.

Gibbs & Cox Inc.

ICI Services Corporation

International Systems Management Corporation (ISM)

Millennium Engineering and Integration Company (MEI)

Pugh Associates, LLC

Sayres and Associates Corporation

System Engineering Group Inc.

Tecolote Research Inc.

Valkyrie Enterprises, LLC

Mustang Technology Systems (added Mod 01)

52.216-10 -- Incentive Fee (Jun2011) (Applicable to CLINs 7000, 7001, and 7002)

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

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

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

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

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(c) Withholding of payment.

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

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

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

(e) Fee payable.

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

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

(i) Payments made under assignments; or

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

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

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

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

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

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

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

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

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

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

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

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

DFARS 252.225-7976 Contractor Personnel Performing in Japan. (DEVIATION 2018-O0019)

Use this clause in solicitations and contracts, including solicitations and contracts using FAR part 12 procedures for the acquisition of commercial items, that will require contractor personnel to perform in Japan.

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CONTRACTOR PERSONNEL PERFORMING IN JAPAN

(DEVIATION 2018-00019)(AUG 2018)

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

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the

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following:

(i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or

(ii) Possesses a security clearance recognized by the United States to perform his or her duties; or

(iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or

(iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or

(v) Is an employee of a military banking facility; or

(vi) Is specifically authorized by the Joint Committee.

“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

(1) Security considerations;

(2) The technical qualification of the contractors involved;

(3) The unavailability of materials or services required by United States standards; and

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(4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

(b) General.

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

(i) USFJ Instruction 64-100, Contract Performance in Japan;

(ii) USFJ Instruction 36-2811, Indoctrination Training Programs;

(iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and

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(iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.

(3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

(i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.

(ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.

(iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Pre-deployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.

(iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.

(4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at pacom.yokota.usfj.mbx.j023@mail.mil. The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.

(5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(c) *Support.*

(1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.

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(2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.

(i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with “None” checked for Government-furnished routine medical services.

(ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.

(iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.

(3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

(i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.

(iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator’s Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.

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(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.

(vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.

(vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.

(ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

(i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:

(A) Base Exchange, including exchange service stations, theaters, and commissary.

(B) Military banking facilities.

(C) Transient billeting facilities.

(D) Open mess (club) membership, as determined by each respective club.

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(E) Casualty assistance (mortuary services), on a reimbursable basis.

(F) Emergency medical care, on a reimbursable basis.

(G) Dental care, limited to relief of emergencies, on a reimbursable basis.

(H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.

(I) Postal support, as authorized by military postal regulations.

(J) Local recreation services, on a space-available basis.

(K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.

(L) Issuance of personal vehicle license plates.

(ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.

(5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—

(i) United States, host country, and third-country national laws;

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(ii) Provisions of applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.

(3) The Contractor shall ensure that all contractor personnel are aware—

(i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and

(ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the

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following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

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(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

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(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

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(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html; and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

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(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

(A) United States and host country laws;

(B) Treaties and international agreements;

(C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and

(D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.

(ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.

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(h) *Protective equipment.*

(1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.

(2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.

(3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.

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(j) *Evacuation.*

(1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(k) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs.* Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (m),

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in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

NMCARS PART 5237 SERVICE CONTRACTING.

5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA).

(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

(b) The standard language to be inserted is:

“The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for all work components under Section C of this Task Order** via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION J LIST OF ATTACHMENTS

Attachment 3 - DD254 REV 01

Attachment 2 - QASP

Attachment 1 - Award Term Plan - Deleted

Attachment 5 - Government Furnished Information Listing

Attachment 4 - Key Personnel Substitution Revised Spreadsheet

Attachment 7 AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT No. ARZ991

Attachment 8 DD254 REV 02 Signed

Attachment 9 4119-EH05 Changed DCMA Admin Office and Pay Office

Attachedment 10 - DD 254 REV 03 Signed