

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 39	3. EFFECTIVE DATE 07-Feb-2018	4. REQUISITION/PURCHASE REQ. NO. 1300692805	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 [REDACTED]	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234	CODE S0701A SCD: C

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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-HR08
[X]	10B. DATED (SEE ITEM 13) 05-Aug-2015
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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 Limitations of Funds
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY [REDACTED] (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

GENERAL INFORMATION

A. The purpose of this modification is to fund CLIN 7200 for a total amount of \$125,000. Accordingly, said Task Order is modified as follows:

1. The total amount of funds obligated to the task is hereby increased from \$9,445,917.00 by \$125,000.00 to \$9,570,917.00. CLIN 7200 is funded for \$125,000 as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7200BE	O&MN,N	0.00	120,000.00	120,000.00
7200BF	WCF	0.00	5,000.00	5,000.00

B. The Period of Performance for CLIN 7200 is 5 August 2017 to 4 August 2018:

CLIN/SLIN	POP
7200BE	8/5/2017 - 8/4/2018
7200BF	8/5/2017 - 8/4/2018

C. The Allotment of Funds Level of Effort to date is summarized as follows:

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (JAN 2008)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS LEVEL OF EFFORT				
CLIN	Cost	Fee	CPFF	LOE
Labor-7000	██████████	██████████	\$3,258,825.00	██████████
Labor-7001	██████████	██████████	\$513,922.00	██████████
Labor-7003	██████████	██████████	\$195,000.00	██████████
Labor-7004	██████████	██████████	\$46,012.00	██████████
Labor-7005	██████████	██████████	\$276,610.00	██████████
Labor-7006	██████████	██████████	\$247,000.00	██████████
Labor-7007	██████████	██████████	\$340,031.00	██████████
Labor-7008	██████████	██████████	\$8,700.00	██████████

Labor-7009			\$145,450.00	
Labor-7010			\$92,500.00	
Labor-7011			\$43,500.00	
Labor-7012			\$100,000.00	
Labor-7013			\$60,000.00	
Labor-7014			\$140,000.00	
Labor-7100			\$884,404.00	
Labor-7200			\$2,584,370.44	
Total Labor			\$8,936,324.44	
ODC-9000			\$186,500.00	
ODC-9001			\$45,000.00	
ODC-9003			\$29,715.46	
ODC-9004			\$32,500.00	
ODC-9005			\$9,292.95	
ODC-9006			\$3,949.89	
ODC-9007			\$14,587.56	
ODC-9008			\$35,370.43	
ODC-9009			\$4,893.88	
ODC-9100			\$46,812.39	
ODC-9200			\$225,970.00	
Total ODC			\$634,592.56	
Total Funding			\$9,570,917.00	

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

(c) CLIN(s)/SLIN(s) fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

D. Section G Accounting Data is added as follows:

MOD 39

7200BE 130069280500001 120000.00

LLA :

FE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004367138

7200BF 130069278200001 5000.00

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LLA :

FF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004366918

MOD 39 Funding 125000.00
Cumulative Funding 9570917.00

E. The total value of the order remains the same; \$14,991,928.00.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	CPFF Base Year. See Section B, Note A & D. Mission Deployed Systems and Special Program Support in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD1423-2, and any other attachments contained in Section J. (Fund Type - TBD)					\$3,850,453.00
700001	R425	PR# 1300510689. ACRN: AA. \$25,000.00 10 USC 2410(a) applies. (WCF)					
700002	R425	PR# 1300509442. ACRN: AB. \$25,000.00 10 USC 2410(a) applies. (WCF)					
700003	R425	PR# 1300524941. ACRN: AC. \$250,000.00 10 USC 2410(a) applies. (O&MN,N)					
700004	R425	PR# 1300522115. ACRN: AD. \$16,600.00 10 USC 2410(a) applies. (RDT&E)					
700005	R425	PR# 1300526138. ACRN: AE. \$150,000.00 10 USC 2410(a) applies. (O&MN,N)					
700006	R425	PR# 1300531905. ACRN: AG. \$125,000.00 (RDT&E)					
700007	R425	PR# 1300536628. ACRN: AH. \$100,000.00 10 USC 2410(a) applies. (O&MN,N)					
700008	R425	PR# 1300546263. ACRN: AM. \$84,000.00 (RDT&E)					
700009	R425	PR# 1300546263. ACRN: AN. \$76,000.00 (RDT&E)					
700010	R425	PR# 1300545827. ACRN: AP. \$40,000.00 (RDT&E)					
700011	R425	PR# 1300545158. ACRN: AR. \$63,300.00. 10 USC 2410(a) applies. (O&MN,N)					
700012	R425	PR# 1300545968. ACRN: AS. \$75,000.00 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700013	R425	PR# 1300547675. ACRN: AT. \$65,000.00. 10 USC 2410(a) applies. (O&MN,N)					
700014	R425	PR# 1300545772. ACRN: AU. \$150,000.00. 10 USC 2410(a) applies. (O&MN,N)					
700015	R425	PR# 1300548475. ACRN: AV. \$75,000.00. 10 USC 2410(a) applies. (O&MN,N)					
700016	R425	PR# 1300552798. ACRN: AW. \$40,000.00. (RDT&E)					
700017	R425	PR# 1300554970. ACRN: AX. \$10,000.00. (RDT&E)					
700018	R425	PR# 1300554905. ACRN: AY. \$45,000.00. (RDT&E)					
700019	R425	PR# 1300554906. ACRN: AZ. \$20,000.00. 10 USC 2410(a) applies. (O&MN,N)					
700020	R425	PR# 1300555375. ACRN: BA. \$329,357.00. 10 USC 2410(a) applies. (O&MN,N)					
700022	R425	PR# 1300561644. ACRN BC. \$80,000.00. (O&MN,N)					
700023	R425	PR# 1300560863. ACRN BD. \$53,000.00. (RDT&E)					
700024	R425	PR# 1300560915. ACRN BE. \$21,000.00. (RDT&E)					
700025	R425	PR# 1300554816. ACRN BF. \$100,000.00. (O&MN,N)					
700026	R425	PR# 1300554816. ACRN BG. \$120,216.00. (O&MN,N)					
700027	R425	PR# 1300554816. ACRN BH. \$147,939.00. (O&MN,N)					
700028	R425	PR# 1300560870. ACRN BJ. \$203,480.00. (O&MN,N)					
700029	R425	PR# 1300559513. ACRN BK. \$51,200.00. (RDT&E)					
700030	R425	PR# 1300554979. ACRN BL. \$234,160.00. (RDT&E)					
700031	R425	PR# 1300554979. ACRN BM. \$210,000.00. (RDT&E)					
700032	R425	PR# 1300554973. ACRN BN. \$54,558.00. (O&MN,N)					
700033	R425	PR# 1300554973. ACRN BN. \$100,000.00. (RDT&E)					
700034	R425	PR# 1300554973. ACRN BP. \$23,784.00. (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700035	R425	PR# 1300554973. ACRN BQ. \$199,442.00. (RDT&E)					
700036	R425	PR# 1300564247. ACRN: BR. \$32,500.00. (RDT&E)					
700037	R425	PR# 1300564247 ACRN: BS. \$32,500.00 (RDT&E)					
700038	R425	PR# 1300562718. ACRN: BT. \$28,000.00. (RDT&E)					
700039	R425	PR# 1300562153. ACRN: BV. \$55,000.00 (RDT&E)					
700040	R425	PR# 1300568453. ACRN: BU. \$125,000.00. (RDT&E)					
700041	R425	PR# 1300569479. ACRN: BW. \$70,000.00. (RDT&E)					
700042	R425	PR# 1300572796. ACRN: BX. \$40,000.00. (O&MN,N)					
700043	R425	PR# 1300576221. ACRN: BY. \$50,000.00. (O&MN,N)					
700044	R425	PR# 1300584446. ACRN: CA. \$77,400.00 (Fund Type - TBD)					
7001	R425	CPFF Option 1. See Section B, Note A, B & D. Mission Deployed Systems and Special Program Support in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD1423-2, and any other attachments contained in Section J. (Fund Type - TBD)					\$513,922.00
700101	R425	PR# 1300587301. ACRN: CR. \$22,000.00. TI: MEDAL. (O&MN,N)					
700102	R425	PR# 1300585470. ACRN: CB. \$20,000.00. TI: AMISS. (RDT&E)					
700103	R425	PR# 1300586355. ACRN: CC. \$15,792.00. TI: AADS. (O&MN,N)					
700104	R425	PR# 1300587100. ACRN: CD. \$60,000.00. TI: Web Support. (RDT&E)					
700105	R425	PR# 1300586982. ACRN: CE. \$15,000.00. TI: MEDAL. (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700106	R425	PR# 1300587934. ACRN: CF. \$100,000.00. TI: SEAVIEW (O&MN,N)					
700107	R425	PR# 1300585558. ACRN: CG. \$81,130.00. TI: SSDTE. (RDT&E)					
700108	R425	PR# 1300587302. ACRN: CH. \$110,000.00. TI: MEDAL. (O&MN,N)					
700109	R425	PR# 1300589677. ACRN: CJ. \$90,000.00. TI: AUWS (Fund Type - TBD)					
7002	R425	CPFF Option 2. See Section B, Note A, B & D. Mission Deployed Systems and Special Program Support in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRL), DD1423-2, and any other attachments contained in Section J. (Fund Type - TBD)	0.0	LH	\$0.00	\$0.00	\$0.00
7003	R425	TI-MEDAL ISEA-1613-REV1 (Fund Type - TBD)	██████	█	██████	██████	\$195,000.00
700301	R425	PR# 1300596437. ACRN: CK. \$100,000.00 (O&MN,N)					
700302	R425	PR# 1300601722. ACRN: CT. \$25,000.00 (RDT&E)					
700303	R425	PR# 1300610328. ACRN: DB \$70,000.00 (O&MN,N)					
7004	R425	TI-A DEPT-17 (Fund Type - TBD)	██████	█	██████	██████	\$46,012.00
700401	R425	PR# 1300597036. ACRN: CL. \$46,012.00 (WCF)					
7005	R425	TI-MPCE-08 (Fund Type - TBD)	██████	█	██████	██████	\$276,610.00
700501	R425	PR# 1300593018. ACRN: CM. \$276,610.00 (O&MN,N)					
7006	R425	TI-MCM-MP-2 (Fund Type - TBD)	██████	█	██████	██████	\$247,000.00
700601	R425	PR# 1300594565. ACRN: CN. \$211,000.00 (O&MN,N)					
700602	R425	PR# 1300594565. ACRN: CS. \$36,000.00 (O&MN,N)					
7007	R425	TI-RMS SUPPORT REV 0 (Fund Type - TBD)	██████	█	██████	██████	\$340,031.00

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700701	R425	PR# 1300591701. ACRN: CO. \$175,631.00 (O&MN,N)					
700702	R425	PR# 1300608565. ACRN DC. \$164,400.00 (O&MN,N)					
7008	R425	TI-AMISS REV 02 (Fund Type - TBD)	██████	█	██████	██████	\$8,700.00
700801	R425	PR# 1300598792. ACRN: \$8,700.00 (RDT&E)					
7009	R425	TI: AADS-2 REV02 (Fund Type - TBD)	██████	█	██████	██████	\$145,450.00
700901	R425	PR# 1300598608. ACRN: \$18,750.00 (O&MN,N)					
700902	R425	PR# 1300605306. ACRN: \$126,700.00 (O&MN,N)					
7010	R425	TI: SSDTE (Fund Type - TBD)	██████	█	██████	██████	\$100,000.00
701001	R425	PR# 1300600867. ACRN: CT. \$25,000.00. TI# SSDTE (RDT&E)					
701002	R425	PR# 1300613649. ACRN: DF. \$67,500.00. TI# SSDTE (RDT&E)					
7011	R425	TI: KNIFEFISH-1 (Fund Type - TBD)	██████	█	██████	██████	\$43,500.00
701101	R425	PR# 1300600895. ACRN: CZ \$11,500.00. TI-KNIFEFISH (RDT&E)					
701102	R425	PR# 1300613649. ACRN: DG. \$32,000.00. TI-KNIFEFISH (RDT&E)					
7012	R425	TI: SEAVIEW (Fund Type - TBD)	██████	█	██████	██████	\$100,000.00
701201	R425	PR# 1300604215. ACRN: \$100,000.00 (O&MN,N)					
7013	R425	TI-WEB SUPPORT (Fund Type - TBD)	██████	█	██████	██████	\$60,000.00
701301	R425	PR# 1300612220. ACRN: DH. \$60,000.00. TI-WEB SUPPORT. (RDT&E)					
7014	R425	TI: AUWS REV 6 (Fund Type - TBD)	██████	█	██████	██████	\$140,000.00
701401	R425	PR# 1300612932. ACRN: DJ. \$140,000.00. TI-AUWS REV 6. (RDT&E)					
7100							\$1,640,646.00
7100AA	R425	Option 1 From CLIN 7001 Reallocation of Labor (Fund Type - TBD)	██████	█	██████	██████	\$756,242.00

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7100AB	R425	PR 1300617106 TI 1613 (MEUNIER) (O&MN,N)					\$200,000.00
7100AC	R425	PR 1300618673 TI#1613 (CASTLE) (RDT&E)					\$35,000.00
7100AD	R425	PR 1300619043 TI 2 (RDT&E)					\$20,000.00
7100AE	R425	PR 1300620211 TI 2-1 (O&MN,N)					\$190,000.00
7100AF	R425	PR 1300622896 TI - RMS Support (RDT&E)					\$86,817.00
7100AG	R425	PR 1300625235 TI - SSDTE-2 (RDT&E)					\$31,000.00
7100AH	R425	PR 1300633995 TI SSDTE-2 (RDT&E)					\$55,000.00
7100AJ	R425	PR 1300638178 TI -A DEPT-17 (WCF)					\$12,962.00
7100AK	R425	PR 1300639384 TI -2-1 Seaview de-0b (\$14,000) (O&MN,N)					\$46,000.00
7100AL	R425	PR 1300645771 TI-MUSE-2 Rev 0 (RDT&E)					\$13,125.00
7100AM	R425	PR 1300643415 TI-1613 Medal Rev 6 (O&MN,N)					\$33,000.00
7100AN	R425	PR 1300646361 TI-SSDTE-2 Rev 06 (RDT&E)					\$54,000.00
7100AP	R425	PR 1300650129 TI-AADS- 16-2/Rev4 (O&MN,N)					\$12,000.00
7100AQ	R425	PR 1300650836 TI-2-1- SEAVIEW, Rev 5 de-ob (\$10,000) (O&MN,N)	0.0	LH	\$0.00	\$0.00	\$0.00
7100AR	R425	PR 1300652502 TI 1613 Medal Rev 7 (O&MN,N)					\$80,000.00
7100AS	R425	PR 1300653200 TI-X Dept-2, Rev 0 (WCF)					\$5,500.00
7100AT	R425	PR 1300654712 TI-SSDTE-2, Rev 07 (RDT&E)					\$10,000.00
7200							\$3,867,610.00
7200AA	R425	Option 2 From CLIN 7002 Reallocation of Labor (Fund Type - TBD)					\$1,283,239.56
7200AB	R425	PR 1300653079 TI-X Dept-3 (WCF)					\$9,000.00
7200AC	R425	PR 1300650331 TI-AADS-16-3 (O&MN,N)					\$110,000.00
7200AD	R425	PR 1300653739 TI-1713-MEDAL (O&MN,N)					\$30,000.00

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7200AE	R425	PR 1300653804 TI-Web Support-03 (RDT&E)					\$60,000.00
7200AF	R425	PR 1300655101 TI-3-1-SEAVIEW (O&MN,N)					\$270,000.00
7200AG	R425	PR 1300655851 TI-1713-MEDAL Rev 1 (O&MN,N)					\$350,000.00
7200AH	R425	PR 1300654548, TI 1713 MEDAL. 10 USC 2410(a) applies. (O&MN,R)					\$80,000.00
7200AJ	R425	PR 1300656933, TI-AUWS Product #1 ISPA. 10 USC 2410(a) applies. (RDT&E)					\$10,000.00
7200AK	R425	PR 1300661340, TI SSDTE-3. 10 USC 2410(a) applies. (RDT&E)					\$70,000.00
7200AL	R425	PR 1300658648, TI-1713 MEDAL. 10 USC 2410(a) applies (O&MN,N)					\$165,000.00
7200AM	R425	PR 1300651529 (RDT&E)					\$34,658.00
7200AN	R425	PR 1300661872 10 U.S.C. 2410a applies (O&MN,N)					\$33,000.00
7200AP	R425	PR 1300664876 10 U.S.C. 2410a applies (O&MN,N)					\$50,000.00
7200AQ	R425	PR 1300666672 (RDT&E)					\$50,000.00
7200AR	R425	PR 1300669263 10 U.S.C. 2410a applies (O&MN,N)					\$32,412.44
7200AS	R425	PR 1300669384 (RDT&E)					\$625,000.00
7200AT	R425	PR 1300669456 (RDT&E)					\$67,000.00
7200AU	R425	PR 1300668272 (RDT&E)					\$40,000.00
7200AV	R425	PR 1300677488, TI-1713-MEDAL Rev 6 (O&MN,N)					\$45,500.00
7200AW	R425	PR 1300677490, TI-1713-MEDAL Rev 6 (O&MN,N)					\$28,800.00
7200AX	R425	PR 1300679857, TI-SSDTE-3 Rev 1 (RDT&E)					\$27,000.00
7200AY	R425	PR 1300680591, TI-MIW DIR-Tactics (RDT&E)					\$70,000.00
7200AZ	R425	PR 1300684219, TI-X Dept-3, Rev 1 (WCF)					\$5,000.00
7200BA	R425	PR 1300683184, TI-AUWS-Product#1-ISPA_rev02 (RDT&E)					\$50,000.00
7200BB	R425	PR 1300687769, TI-SSDTE-3 Rev 2 (RDT&E)					\$12,000.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200BC	R425	PR 1300689102 TI-3-1 Seaview R2 (RDT&E)					\$75,000.00
7200BD	R425	PR 1300689704 TI Web Support 03 R1 (RDT&E)					\$60,000.00
7200BE	R425	PR 1300692805, TI-3-1- SEAVIEW, Rev 3 (O&MN,N)					\$120,000.00
7200BF	R425	PR 1300692782, TI-X Dept-3, Rev 2 (WCF)					\$5,000.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year. See Section B. Note C & D. Not to exceed Other Direct Cost (ODC) in support of CLIN 7000. (Fund Type: TBD) (Fund Type - TBD)	1.0	LO	\$1,098,888.00
900001	R425	PR #1300510689. ACRN: AA. \$2,500.00. 10 USC 2410(a) applies. (WCF)			
900002	R425	PR #1300525431. ACRN: AF. \$25,000.00. 10 USC 2410(a) applies. (RDT&E)			
900003	R425	PR #1300526138. ACRN: AE. \$15,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900004	R425	PR #1300536627. ACRN: AJ. \$15,000.00. (RDT&E)			
900005	R425	PR #1300524941. ACRN: AK. \$17,000.00. (O&MN,N)			
900006	R425	PR #1300531905. ACRN: AG. \$10,000.00. (RDT&E)			
900007	R425	PR #1300525431. ACRN: AL. \$27,000.00. (RDT&E)			
900008	R425	PR #1300546263. ACRN: AN. \$16,000.00. (RDT&E)			
900009	R425	PR #1300547675. ACRN: AT. \$13,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900010	R425	PR #1300545772. ACRN: AU. \$30,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900011	R425	PR# 1300548475. ACRN: AV. \$5,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900012	R425	PR# 1300554906. ACRN: AZ. \$5,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900013	R425	PR# 1300555375. ACRN: BA. \$23,000.00. 10 USC 2410(a) applies. (O&MN,N)			
900014	R425	PR# 1300560870. ACRN BJ. \$30,000.00. (O&MN,N)			
900015	R425	PR# 1300559513. ACRN BK. \$1,250.00. (RDT&E)			
900016	R425	PR# 1300564247. ACRN BR. \$17,500.00. (O&MN,N)			
900017	R425	PR# 1300564247. ACRN BS. \$17,500.00. (O&MN,N)			
900018	R425	PR# 1300562718. ACRN: BT. \$7,000.00. (RDT&E)			
900019	R425	PR# 1300568453. ACRN: BU. \$25,000.00. (RDT&E)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	Option 1. See Section B. Note B, C & D. Not to exceed Other Direct Cost (ODC) in support of CLIN 7001. (Fund Type: TBD) (Fund Type - TBD)	1.0	LO	\$45,000.00
900101	R425	PR# 1300587934. ACRN: CF. \$15,000.00. TI: SEAVIEW (O&MN,N)			
900102	R425	PR# 1300585558. ACRN: CG. \$20,000.00. TI: SSDTE. (RDT&E)			
900103	R425	PR# 1300587302. ACRN: CH. \$10,000.00. TI: MEDAL. (O&MN,N)			
9002	R425	Option 2. See Section B. Note B, C & D. Not to exceed Other Direct Cost (ODC) in support of CLIN 7002. (Fund Type: TBD) (Fund Type - TBD)	1.0	LO	\$0.00
9003	R425	ODC in support of CLIN 7003 (O&MN,N)	1.0	LO	\$40,000.00
900301	R425	PR# 1300596437. ACRN: CK. \$25,000.00 (de-ob \$289.32) (O&MN,N)			
900302	R425	PR# 1300601722. ACRN: \$5,000.00 (RDT&E)			
900303	R425	PR# 1300610328. ACRN: DB \$10,000.00 (de-ob \$9995.32) (O&MN,N)			
9004	R425	In support of Labor CLIN 7010. (Fund Type - TBD)	1.0	LO	\$32,500.00
900401	R425	PR# 1300600867. ACRN: . \$25,000.00. (RDT&E)			
900402	R425	PR# 1300613649. ACRN: DF. \$7,500.00. TI-SSDTE (RDT&E)			
9005	R425	ODC in support of CLIN 7005 (O&MN,N)	1.0	LO	\$32,000.00
900501	R425	PR# 1300593018. ACRN: CM. \$276,610.00 (de-ob \$22,707.05) (O&MN,N)			
9006	R425	ODC in support of CLIN 7006 (O&MN,N)	1.0	LO	\$5,000.00
900601	R425	PR# 1300594565. ACRN: CN. \$5,000.00 (de-ob \$1050.11) (O&MN,N)			
9007	R425	ODC for TI: SEAVIEW de-ob (\$5412.44) (O&MN,N)	1.0	LO	\$20,000.00
900701	R425	PR# 1300604215. ACRN: \$20,000.00 de-ob (\$5412.44) (O&MN,N)			
9008	R425	ODC Support for CLIN 7007. (Fund Type - TBD)	1.0	LO	\$36,000.00
900801	R425	PR# 1300608591. ACRN: DE. \$36,000.00 (de-ob \$629.57) (RDT&E)			
9009	R425	In support of CLIN 7014. (RDT&E)	1.0	LO	\$5,000.00
900901	R425	PR# 1300612932. ACRN: DJ. \$5,000.00. TI-AUWS (de-ob \$106.12) (RDT&E)			
9100		Option 1 From CLIN 9001 Reallocation of ODC			\$923,038.00
9100AA	R425	Option 1 From CLIN 9001 Reallocation of ODC de-ob (\$15,062.61) (Fund Type - TBD)	1.0	LO	\$876,225.61
9100AB	R425	ODC in support of CLIN 7100AB deob(\$10,000) (O&MN,N)	1.0	LO	\$0.00
9100AC	R425	ODC in support of CLIN 7100AB de-ob (\$386.56) (O&MN,N)	1.0	LO	\$29,613.44
9100AD	R425	ODC in support of CLIN 7100AE de-ob (\$3000.00)(\$1228.68) (O&MN,N)	1.0	LO	\$5,771.32
9100AE	R425	ODC in support of CLIN 7100AG de-ob (\$369.01) (RDT&E)	1.0	LO	\$1,630.99
9100AF	R425	ODC in support of CLIN 7100AL de-ob (\$123.78) (RDT&E)	1.0	LO	\$1,751.22

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100AG	R425	ODC in support of CLIN 7100AM de-ob (\$2531.82) (O&MN,N)	1.0	LO	\$4,468.18
9100AH	R425	ODC in support of CLIN 7100AN de-ob (\$422.76) (RDT&E)	1.0	LO	\$3,577.24
9200					\$1,179,568.00
9200AA	R425	Option 2 From CLIN 9002 Reallocation of ODC (Fund Type - TBD)	1.0	LO	\$953,598.00
9200AB	R425	PR 1300655101 TI-3-1-SEAVIEW (O&MN,N)	1.0	LO	\$30,000.00
9200AC	R425	PR 1300655851 TI-1713-MEDAL Rev 1 (O&MN,N)	1.0	LO	\$45,000.00
9200AD	R425	PR 1300655851 TI-1713-MEDAL Rev 1 (O&MN,N)	1.0	LO	\$5,000.00
9200AE	R425	PR 1300669384 (RDT&E)	1.0	LO	\$75,000.00
9200AF	R425	PR 130066672 (O&MN,N)	1.0	LO	\$6,000.00
9200AH	R425	PR 1300658648, ODC for TI 1713 MEDAL. 10 USC2410(a) applies (O&MN,R)	1.0	LO	\$20,000.00
9200AJ	R425	PR 1300658648, ODC for TI 1713 MEDAL. 10 USC 2410(a) applies. (RDT&E)	1.0	LO	\$11,770.00
9200AK	R425	PR 1300661340 ODC for TI-SSDTE-3. 10 USC 2410(a) applies. (RDT&E)	1.0	LO	\$2,500.00
9200AL	R425	PR 1300677488, TI-1713-MEDAL Rev 6 (O&MN,N)	1.0	LO	\$500.00
9200AM	R425	PR 1300677490, TI-1713-MEDAL Rev 6 (O&MN,N)	1.0	LO	\$1,200.00
9200AN	R425	PR 1300679857, TI-SSDTE-3 Rev 1 (RDT&E)	1.0	LO	\$3,000.00
9200AP	R425	PR 1300687769, TI-SSDTE-3 Rev 2 (RDT&E)	1.0	LO	\$1,000.00
9200AQ	R425	PR 1300689102 TI-3-SEAVIEW R2 (RDT&E)	1.0	LO	\$25,000.00
9200BF	R425	ODC in support of CLIN 7200 (WCF)	1.0	LO	\$0.00

NOTES:

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

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. Clause HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

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

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

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

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

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

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

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

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

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

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

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

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

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

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

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

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(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the B-17 established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid. If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

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

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

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

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

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

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

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

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This entire contract is cost type.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

MISSION DEPLOYED SYSTEMS AND SPECIAL PROGRAMS

ENGINEERING AND FLEET SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD), Science & Technology Department, Code X, has a requirement to support various Mission Deployed Systems and Special Programs. These programs support Naval Sea Systems Command, the Office of Naval Research, the United States Special Operations Command, Naval Special Warfare Groups, the Intelligence Community, and other Department of Defense (DoD) activities. This Performance Work Statement (PWS) identifies technical support requirements for these unique projects which include highly specialized unmanned systems such as the Advanced Undersea Weapons System (AUWS); payloads and payload delivery capabilities for unmanned underwater vehicles, unmanned surface vehicles, and unmanned aerial vehicles; remote sensors including acoustic, radio frequency, electro optic, seismic, magnetic, pressure and chemical/biological; shipboard systems such as SEAVIEW; Special Operations Forces (SOF) mission equipment; and Intelligence, Surveillance and Reconnaissance (ISR) payloads or collection systems.

1.1 Acronym

AIM	Authoring Instructional Material
AUWS	Advanced Undersea Weapons System
CDRL	Contract Data Requirement List
CM	Configuration Management
COR	Contracting Officer Representative
CSDS-5	Commander Submarine Development Squadron 5
DoD	Department of Defense
ECP	Engineering Change Proposal
eCRAFT	Electronic Cost Reporting and Financial Reporting
EPRU	eCRAFT system Periodic report Utility
GFI	Government Furnished Information
GFP	Government Furnished Property
IA	Information Assurance
ICAPS	Interactive Computer-Aided Provisioning System
ILS	Integrated Logistics System
ISR	Intelligence, Surveillance, and Reconnaissance
iRAPT	Invoicing, Receipt, Acceptance, and Property Transfer
IT	Information Technology
MIP	Maintenance Index Pages
MRC	Maintenance Requirements Card
NSWC PCD	Naval Surface Warfare Center Panama City Division
ODC	Other Direct Cost
OEM	Original Equipment Manufacturer
PCO	Procuring Contracting Officer
PTD	Provisioning Technical Document
PWS	Performance Work Statement
RCM	Reliability Centered Maintenance
SOF	Special Operations Forces

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TRR	Test Readiness Review
TSRC	Test Safety Review Committee
VTC	Video Teleconferencing Capabilities

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Performance Work Statement (PWS) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the

PWS shall take precedence. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

2.1 Military Standards

- (a) MIL-STD-130N(1) Identification Marking of U.S. Military Property, dated 16 Nov. 2012
- (b) MIL-STD-38784A Standard Practice for Manuals, Technical: General Style and Format Requirements, dated 25 Aug 2011
- (c) MIL-STD-31000A Technical Data Packages, dated 26 Feb. 2013

2.2 Military Specifications

- (a) MIL-PRF-85337B Manuals, Technical: Quality Assurance Program; Requirements for, dated 11 April 2012
- (b) MIL-STD-3034A Reliability-Centered Maintenance (RCM) Process, dated 29 April 2014

2.3 Other Documents

- (a) MIL-HDBK-29612/2A Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts), dated 31 Aug. 2001
- (b) MIL-HDBK-217F Reliability Prediction of Electronic Equipment Change, dated 02 Dec. 1991
- (c) EIA-632 Processes for Engineering a System dated 01 Jan. 1999
- (d) NSWPCDINST 5296.2 Management of Forklift Safety Program dated 03 Feb 2009

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer, Contracting Officers Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten (10) working days after the award of the contract to review the terms and conditions, Performance Work Statement (PWS) and Contract Data Requirements List (CDRL) requirements for this task order. The location for this meeting will be NSW PCD at a date and time specified by NSW PCD within ten days after award.

During performance in the task areas defined in this PWS, the Contractor may require access to information that is proprietary to the Original Equipment Manufacturers (OEMs), some of which may or may not have already been delivered to the Government. The Contractor shall negotiate in good faith and enter into appropriate agreements (e.g., subcontracts, Associate Contractor Agreements (ACA), or Non-Disclosure Agreements (NDA)) with pertinent OEMs to gain access to such information as required to perform the tasks defined in this PWS. It is anticipated that, as a minimum, the Prime Contractor may be utilize the following OEMs during performance of the contract.

Bluefin

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- Battelle
- ISPA
- Nexus
- Predicate Logic

3.1 Program Support

3.1.1 Program Management Support (CDRL A001)

The contractor shall provide program support to include expert technical input required to support project planning, cost estimating, budgeting, expenditure control, personnel labor planning, program tracking, status reporting, and analyzing prospective future program requirements.

3.1.2 Presentation Material, Agendas, and Meeting Minutes (CDRL A003, A004, A005)

The contractor shall participate in Mission and Deployed Systems and Special Programs meetings such as planning sessions, team meetings, issues meetings, and sponsor meetings to stay abreast of program plans and status. The contractor shall provide support to various meetings by developing presentation materials, agendas, and meeting minutes. As necessary[SDJCNPI], the contractor shall coordinate and host meetings at the contractor's facility for up to 40 participants per meeting. Contractor's facilities shall be able to provide unclassified video teleconferencing (VTC) capabilities.

3.1.3 Program Documentation Support (CDRL A001, A002)

The contractor shall provide input and support the development, analysis, and update processes of acquisition, transition, and Fleet support documentation. This documentation may include items such as Concept Design Documents, System Design Documents, Design Review documentation, Computer Information Assurance (IA) plans, Material Fielding Plans, Life Cycle Cost Estimates, Quality plans, Risk management assessments, Computer Resources Life Cycle Management Plans, Level of Repair Analysis, Obsolescence and Diminishing Resources Plans, Systems Safety Plans, Temporary Alteration, Deep Submergence and Carry-On Approval Plans, and maintenance plans.

3.2 Engineering Design, Development and Technical Support (CDRL A001)

The contractor shall provide engineering design, and technical support as assigned for the research, design, development, modeling, analysis, and software/firmware support in support of Mission Deployed Systems and Special Programs. This includes analysis, troubleshooting, installation, retrofit, maintenance, user console hardware and software interoperability, test and evaluation, and independent verification and validation for products developed by other manufacturers/contractors. These tasks include efforts for systems and equipment such as unmanned systems and sensors, mission payloads, shipboard systems, electrical, electronics, mechanical, computer systems, software, sensors, human factors, acoustics, C4I, safety, testing and evaluation, and naval architecture engineering disciplines. This support may be needed for new concept systems, in-development systems, or in-service systems.

3.2.1 Engineering Models and Prototype Development (CDRL A001)

The contractor shall provide technical support in the design, fabrication, and testing of Mission Deployed Systems and Special Programs systems, subsystems and hardware. The contractor shall support the entire engineering development phase including requirements definition, design, fabrication of prototypes or test models, procurement of components and subsystems, testing, and installation. These models/prototypes may be developed from engineering documentation generated by the contractor or Government. Hardware/material items to be developed and/or procured include, but are not limited to unmanned vehicle subsystems, shipboard equipment, sensors and payloads, C4I equipment and radios, PC boards, connectors, receptacles, winches, cables and cable assemblies, displays, etc. In addition, the contractor shall support implementation of engineering change

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proposals. The Contractor shall ensure all specifications are sufficiently detailed to permit design, eventual production, and evaluation of the end item. The Contractor shall keep all specifications current for the duration of the task order. A suitable data and Configuration Management (CM) system shall be in place at the Contractor's facility.

3.2.2 Fleet Support

In addition, the contractor shall support assembly of installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for those systems and equipment. This support may be performed at the contractors' facility, NSWC PCD or other locations including field duty stations.

3.2.3 Engineering and Technical Documentation (CDRL A001)

The contractor shall provide support to the Government by providing input to the development, review, update and maintenance processes for engineering and technical documentation and associated lists. This documentation may include items such as engineering drawings and parts lists, specifications, technical reports, design documentation, technical data packages, failure reports, engineering change documentation, test plans, test reports, certification packages, and temporary alteration packages for special operations and related programs. (CDRL A005)

3.2.4 Technical Manuals (CDRL A006)

The contractor shall develop, review, update, and maintain technical manuals, as well as special system instructions such as Pre-dive/Post-dive Instructions and Checklists.

3.2.5 Test Support

The contractor shall provide technical expertise and support test and evaluation (T&E) of systems and equipment that are developed by the Government or are third party vendor products under evaluation by the Government. The contractor shall review requirements, specifications and other documents related to the project to evaluate technical adequacy, identify alternatives, and technically support the evaluation of system experimentation and testing to provide assessment of capabilities, suitability and sustainability. The contractor shall provide technical and engineering input during the development of specifications and requirements documents for systems and equipment for Fleet use. The contractor shall interface closely with the Government design teams to develop integration and test documents such as plans, procedures, schedules and reports. The contractor shall participate in test and evaluation working group meetings and technically support the activities of the working groups. The contractor shall participate in Test Readiness Review (TRR) and Test Safety Review Committee (TSRC) meetings on plans and procedures. In support of T&E tasks, the Contractor shall be required to operate Government owned vehicles and equipment to include trucks, golf carts, forklifts, and small boats. Operators shall be licensed in accordance with State law. The personnel may ride both small boats and large ships during testing. Insurance above and beyond that required under the basic contract to cover vessels, equipment, and general liability is not required and will not be reimbursed under this task order. This may include items in development, or repaired or refurbished equipment prior to re-issue to the Fleet. Test support may include labor, facilities, specialized test equipment, supplies and incidental materials as required by the applicable test plans.

3.3 Logistics Support (CDRL A001, A002)

The contractor shall provide logistics support for Mission Deployed Systems and Special Programs as assigned. The contractor shall develop, review, update, and maintain integrated logistics system (ILS) documentation for special operations and related systems and equipment. Tasking may include efforts such as assessing the impact of engineering change proposals (ECP) on logistic support, configuration documentation, status reporting, spares procurement and tracking, participating in meetings, and providing input to or preparing program and logistics schedules.

3.3.1 Supply Support Provisioning Technical Documentation (PTD) (CDRL A007)

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The contractor shall develop, review, update, and maintain Supply Support Plans and PTD to include items such as Provisioning Parts Lists, Common and Bulk Items Lists, Allowance Parts Lists, and Allowance Equipment Lists. PTD shall be delivered using Interactive Computer-Aided Provisioning System (ICAPS) software. (CDRL A009)

3.3.2 Planned Maintenance System (PMS) Documentation (CDRL A008, A009)

The contractor shall conduct Reliability Centered Maintenance (RCM) analysis and produce Maintenance Index Pages (MIP) and Maintenance Requirements Cards (MRC).

3.4 Configuration Management Support (CDRL A001, A002)

The contractor shall support the initial population, and subsequent analysis, maintenance and update of life cycle system management information contained in Navy, DoD, or SOF databases to include analysis and posting of engineering change proposals, failure reports, inventory data, technical and programmatic data, and related program information. The contractor also shall support inventory and supply actions necessary to maintain Fleet availability, and develop, review, update, and maintain Configuration Management Plans and Class Maintenance Plans.

3.5 Reliability, Maintainability, and Availability Support (CDRL A001)

The contractor shall analyze system and equipment reliability, maintainability and availability. This effort shall include providing technical input to the development of reliability and maintainability predictions, and reliability block diagrams.

3.6 Training Support (CDRL A010)

The contractor shall provide training support including analyzing training requirements and assessing the impact of engineering changes on training of Mission Deployed Systems and Special Programs and equipment.

3.6.1 Formal Curriculum (CDRL A010)

The contractor shall develop, review, and update formal training materials for operator and maintenance courses. Curriculum includes the training project plan, course training task list, training course control document, lesson plan, trainee guide, test packages, instructional media materials, and fault insertion guide developed in accordance with GFI and MIL-HDBK-29612/2A(2). The contractor shall recommend changes and coordinate updates with the appropriate training activity (such as COMSUBDEVRON FIVE (CSDS-5)) and NSWC

PCD engineers, and shall input approved markups into the appropriate Authoring Instructional Materials (AIM) database. The contractor also may participate in monitoring of the courses.

3.6.2 Differences Curriculum (CDRL A010)

The contractor shall assess the differences between existing and updated systems and equipment and produce differences curriculum. Difference course materials shall be generated in suitable electronic format, typically MS Word and PowerPoint. The contractor shall also assist in conducting differences training for operator and maintenance courses.

3.6.3 Training Tools (CDRL A010)

The contractor shall develop tools that are used to support Mission Deployed Systems and

Special Programs and related systems equipment training, such as unmanned vehicle and sensor systems, displays, computer based tools, simulators and operational familiarizers.

3.7 Contract Status Reports (CDRL A011)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic

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Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/eCraft-FAQs/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

The Contractor shall assign standard eCRAFT labor categories to each existing proposed and executed labor category on the Task Order/Contract. The entire catalog of standard labor categories can be found at the following two websites:

Standard eCRAFT Labor Categories:

<http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Labor-Categories/>

Service Contract Act (SCA) Labor Categories:

<https://www.dol.gov/whd/govcontracts/sca.htm> - under the header "Guidance", select "Service Contract Act Directory of Occupations, 5th Edition (PDF)"

3.8 Travel

Travel will be required during the performance of this Task order. Travel to the following locations is anticipated to be necessary for accomplishment of those tasks cited in this PWS:

- San Diego, CA
- Washington D.C.
- Groton, CT
- Tampa, FL
- Orlando, FL
- Key West, FL
- New Orleans, LA

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- Baltimore, MD
- Indian Head, MD
- Boston, MA
- Falmouth, MA
- Stennis Space Center, MS
- Norfolk, VA
- Chesapeake, VA,
- Seattle WA
- Honolulu, HI
- Guam

Additional travel requirements are probable, but have not yet identified. Before initiating any travel at least 15 working days prior to expected departure, the Contractor shall submit a detailed estimate of expected travel costs (airfare, lodging, per diem, rental car, etc.) and obtain approval from the Procuring Contracting Officer's Representative (COR)(PCO). The contractor shall not exceed funded ODC cost without written authorization from the Procuring Contracting Officer. Travel expenses are limited by the Joint Travel Regulations. Travel will be issued as a technical instruction (TI) by the Procuring Contracting Officer.

3.9 Material Purchases

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Individual purchase orders above \$3,000 shall be approved by the Contracting Officer prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval. Activity shall be documented in the monthly progress report.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

When authorized by the COR and approved by the PCO, the Contractor shall rent, lease, fabricate or procure test materials and test support items. The Contractor shall supply parts and materials necessary to support test preparation, testing, analysis, and system design, development, prototyping, and fabrication efforts. This includes providing components needed for major T&E efforts such as specialized equipment required. From time to time, the Contractor shall be required to provide large T&E assets to ensure successful testing including items such as but not limited to specialized platforms which may include a surrogate for the Large Diameter Unmanned Undersea Vehicle that is still in development, undersea recovery gear, side scan sonars, oceanographic equipment, communication devices, and other specialized items. Materials shall be used to support T&E related activity over the entire acquisition lifecycle and includes the design, development, prototyping, and fabrication of systems required by NSWC PCD.

3.10 Safety & Health (CDRL A013)

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The requirements of this order may require Contractor personnel to come in contact or be exposed to hazardous conditions. The Contractor shall abide by all applicable federal, state, and local occupational safety and health requirements. The Contractor shall ensure employees have appropriate Personal Protection Equipment (PPE) and that all employees have all required training and certifications related to Occupational Safety and Health requirements.

3.11 Quality Control (CDRL A014)

The Contractor shall provide and maintain a Quality Control (QC) system that meets the requirements of ISO 9001:2008. The Contractor shall submit a Quality Control Plan (QCP) that documents the quality system procedures, planning, and all other documentation and data that comprise the quality system for Government for review and approval. The QCP shall identify the means by which the Contractor will ensure quality system effectiveness and demonstrate comprehensive management and review of the data, such that the results shall be used to indicate trends and progress in quality of services and data products provided. The QCP shall describe what is measured, how often it is tracked, and who reviews and assures that appropriate action is initiated when trends are unfavorable. The Government may perform any necessary inspections, validations, verifications and evaluations necessary to ascertain conformance and compliance to the requirements and adequacy of the implemented procedures. The Government reserves the right to disapprove the quality system or portions thereof when it fails to meet its contractual requirements. The supplier shall require of sub-tier suppliers a quality system that achieves control of quality of the services and data products or supplies provided.

3.12 Government Space and Access to Government Facilities (CDRL A012)

The Government will provide the Contractor personnel with up to 2 government office spaces and computer resources to complete their assignments within 45 days after award of this task order.

Access to NSA PC requires Government identification cards, either Common Access Cards (CAC) or other Government approved identification (e.g., RapidGate). Contractor personnel will require to possess a CAC in order to access the building. The Contractor shall provide a list of employees who require access to these sensitive areas, including standard security clearance information for them, to the building facility manager within 15 days of award. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order. In the event that NSA PC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel.

Contractor-furnished vehicles shall meet the following criteria:

The company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All vehicles shall display a valid state license plate that complies with State Vehicle Code. Vehicles shall meet all other requirement of the State Vehicle Code, such as safety standards, and shall carry proof of insurance and state registration. The Contractor shall mark all Government Furnished Vehicles "Contractor operated" in one and one-half inch (1 ½") lettering. The color of the marking may be either black or blue to match other vehicle markings, and in close proximity to the USN number. Contractor personnel shall not utilize cellular telephones or personal devices while operating Contractor- furnished equipment or vehicles or personal owned vehicles on Government property.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

The Government will provide the Contractor with documentation as required. All government furnished information (GFI) shall be returned within 10 days after completion of the task order, unless otherwise directed in writing by the Contracting Officer.

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4.2 Government Furnished Property (GFP)

The Government will provide the Contractor with relevant GFP, to be determined later and issued as required to complete the task order. All GFP shall be returned within 10 days after completion of the task order, unless otherwise directed in writing by the Contracting Officer.

5.0 SECURITY

The highest security classification and access for work under this task order is TOP SECRET, Sensitive Compartmented Information (SCI). Performance of this contract will require contractor to receive and generate national security information classified up to the SECRET level. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Public Law 100-235. Paragraphs 7.1 and 7.2 also apply to the protection of sensitive information regardless of the media on which it is stored.

Contractor may be required to research various classified mines and ordnance documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification.

Provisions of the attached DD Form 254 for this task order apply.

The Contractor shall appoint a Facility Security Officer (FSO), who shall:

- (1) Be responsible for all security aspects of the work performed under this Task Order;
- (2) Assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M); and
- (3) Assure compliance with any written instructions from the NSWC PCD, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

The FSO shall be responsible to ensure that all employees that require Common Access Card (CAC) are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to assist the Contractor FSO navigate the process to obtain CAC through the Trusted Associate Sponsorship System (TASS). See reference Section J., attachment TASS FAQ Applicant.pdf for additional information. Section J., attachment TASS Registration Request will be utilized by the Contractor after award for each employee that requires a CAC. Additional information on the process for Contractor requiring CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

5.1 Security Requirements

The Contractor, Contractor employees, and subcontractors shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the worksite and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry. The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer, when required to enter a Government site. The Contractor shall ensure that all security and entrance clearances are obtained. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under the contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C., Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of the contract, the resolution of which may require

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the dissemination of official information, will be directed to the activity Commanding Officer. Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

5.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI) Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DOD Consolidated Adjudications Facility.

5.3 Minimum Protection Requirements for Controlled Unclassified Information

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

5.4 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination

5.5 For Official use Only (FOUO) is a document designation, not a *classification*. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

5.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).

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b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).

c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

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

a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).

b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.

c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.

d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.

e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.

f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).

g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.

h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(3) Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified

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categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

5.7 Operations Security

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

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

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

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

6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

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

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such

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meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

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

(d) Employee Relationship:

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

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

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

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should

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include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer shall promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) countermand any communication regarded as a violation
- (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

7.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The first evaluation will cover the period ending six months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment

Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

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

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

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

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Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.
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The Contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>.

7.1 Performance Objectives, Standards and Acceptable Quality Levels

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) Paragraph 3.1	Provides financial data and reports	100% of reports and data calls are provided by due dates.	Financial data are accurate, complete, and timely
	Provides input to program management documentation packages	100% of documentation inputs are provided by due dates	PM support inputs are accurate, completely, timely, and effective
PWS paragraphs 3.1.3, 3.2.4, 3.3, 3.3.1, 3.3.2, 3.3, 3.4, and 3.5	Provide logistics support - revision of provisioning , technical, CM and Life Cycle Support planning, training materials, R&M operations and maintenance documentation, and sustainment documentation	Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules Documents comply with current DoD policy and/ or industry standard	Reviews require no more than two (2) review/ comments/ approval cycles to meet acceptance. 100% complete by due date.
PWS paragraphs 3.2, 3.2.1, 3.2.2, and 3.2.3	Produce hardware engineering studies and analyses, design support, modeling analysis, drawings, and fabrication support	Documents and drawings are technically accurate and grammatically correct. 100% of documents, drawings, and revisions are delivered IAW agreed upon schedules.	Engineering documentation and drawings or hardware produced, reviewed, and presented to meet acceptance.

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Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
	Develop input to test plans. Participate in and perform test and evaluation analyses and investigations of emerging technologies to include input to test plans and related documentation.	Analyses and investigations include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/ or industry standards are followed.	Analyses and investigations require no more than two (2) review, comment, approval cycles to meet acceptance. 100% include comprehensive proposed to allow for expeditious Government action. 100% completed by due date.
PWS paragraph 3.1.2	Contractor attends, participates, supports meetings, and provides input as required.	Meeting minutes, actions items lists, tracking	
	Develops presentations based on GFI	Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules.	Program documentation and execution analysis reports produced, reviewed and presented to meet acceptance. 90% completed by due date.
PWS paragraph 3.7	Provide monthly status reports.	Reports are accurate and complete. Reports are delivered IAW agreed upon schedule.	100% of reports are provided by due dates.

8.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (FAR) 52.244-2 in the Contractor's basic SeaPort-e contract, the Contractor shall include the following information in requests to add Subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts and consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed Subcontractor's cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime Contractor, or in the case where the proposed Subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the Subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other Subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime Contractor.

(b) As required by FAR 15.404-3(b) the Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the Contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime Contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts

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with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

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

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

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

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

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

(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

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furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, Subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

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

(1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation

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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.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NAVSEA Solicitation No.

N00024-14-R-3542 .

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE 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 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:

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(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.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the

Government or its 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.

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SECTION D PACKAGING AND MARKING

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

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

- 1) name and Business address of the Contractor
- 2) Contract number
- 3) Task Order number
- 4) whether the contract was competitively or non-competitively awarded
- 5) sponsor

Name of Individual Sponsor

Name of Requiring Activity

City and State

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

All Data Deliverables shall be delivered in accordance with the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

HQ D-1-0001 DATA PACKAGING LANGUAGE

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

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry the following limitation statement. Word processing files shall have the statements included on the cover page of any resultant hard copy. Any delivered CD-ROM shall be marked externally with the statements.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER U.S. REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE X, 110 VERNON AVENUE, PANAMA CITY, FL 32407-5000.

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

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) 7000 - 7007 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

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

Item(s) _7000 - 7007 _ - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

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

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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

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

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

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

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corrective action and effectiveness.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/5/2015 - 8/4/2016
7001	8/5/2016 - 8/4/2017
7002	8/5/2017 - 8/4/2018
7003	9/22/2016 - 8/4/2017
7004	9/22/2016 - 8/4/2017
7005	9/22/2016 - 8/4/2017
7006	9/22/2016 - 8/4/2017
7007	9/22/2016 - 8/4/2017
7008	9/28/2016 - 8/4/2017
7009	9/28/2016 - 8/4/2017
7010	11/1/2016 - 8/4/2017
7011	9/28/2016 - 8/4/2017
7012	11/4/2016 - 8/4/2017
7013	12/22/2016 - 8/4/2017
7014	12/22/2016 - 8/4/2017
7100AA	8/5/2016 - 8/4/2017
7100AB	8/5/2016 - 8/4/2017
7100AC	8/5/2016 - 8/4/2017
7100AD	8/5/2016 - 8/4/2017
7100AE	8/5/2016 - 8/4/2017
7100AF	8/5/2016 - 8/4/2017
7100AG	8/5/2016 - 8/4/2017
7100AH	8/5/2016 - 8/4/2017
7100AJ	8/5/2016 - 8/4/2017
7100AK	8/5/2016 - 8/4/2017
7100AL	8/5/2016 - 8/4/2017
7100AM	8/5/2016 - 8/4/2017
7100AN	8/5/2016 - 8/4/2017
7100AP	8/5/2016 - 8/4/2017
7100AQ	8/5/2016 - 8/4/2017
7100AR	8/5/2016 - 8/4/2017
7100AS	8/5/2016 - 8/4/2017
7100AT	8/5/2016 - 8/4/2017
7200AA	8/5/2017 - 8/4/2018
7200AB	8/5/2017 - 8/4/2018
7200AC	8/5/2017 - 8/4/2018
7200AD	8/5/2017 - 8/4/2018
7200AE	8/5/2017 - 8/4/2018
7200AF	8/5/2017 - 8/4/2018

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7200AG	8/5/2017 - 8/4/2018
7200AH	8/5/2017 - 8/4/2018
7200AJ	8/5/2017 - 8/4/2018
7200AK	8/5/2017 - 8/4/2018
7200AL	8/5/2017 - 8/4/2018
7200AM	8/5/2017 - 8/4/2018
7200AN	8/5/2017 - 8/4/2018
7200AP	8/5/2017 - 8/4/2018
7200AQ	8/5/2017 - 8/4/2018
7200AR	8/5/2017 - 8/4/2018
7200AS	8/5/2017 - 8/4/2018
7200AT	8/5/2017 - 8/4/2018
7200AU	8/5/2017 - 8/4/2018
7200AV	8/5/2017 - 8/4/2018
7200AW	8/5/2017 - 8/4/2018
7200AX	8/5/2017 - 8/4/2018
7200AY	8/5/2017 - 8/4/2018
7200AZ	8/5/2017 - 8/4/2018
7200BA	8/5/2017 - 8/4/2018
7200BB	8/5/2017 - 8/4/2018
7200BC	8/5/2017 - 8/4/2018
7200BD	8/5/2017 - 8/4/2018
7200BE	8/5/2017 - 8/4/2018
7200BF	8/5/2017 - 8/4/2018
9000	8/5/2015 - 8/4/2016
9001	8/5/2016 - 8/4/2017
9002	8/5/2017 - 8/4/2018
9003	9/22/2016 - 8/4/2017
9004	11/2/2016 - 8/4/2017
9005	9/22/2016 - 8/4/2017
9006	9/22/2016 - 8/4/2017
9007	11/4/2016 - 11/3/2017
9008	12/5/2016 - 8/4/2017
9009	12/23/2016 - 8/4/2017
9100AA	8/5/2016 - 8/4/2017
9100AB	8/5/2016 - 8/4/2017
9100AC	8/5/2016 - 8/4/2017
9100AD	8/5/2016 - 8/4/2017
9100AE	8/5/2016 - 8/4/2017
9100AF	8/5/2016 - 8/4/2017
9100AG	8/5/2016 - 8/4/2017
9100AH	8/5/2016 - 8/4/2017
9200AA	8/5/2017 - 8/4/2018

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9200AB	8/5/2017 - 8/4/2018
9200AC	8/5/2017 - 8/4/2018
9200AD	8/5/2017 - 8/4/2018
9200AE	8/5/2017 - 8/4/2018
9200AF	8/5/2017 - 8/4/2018
9200AH	8/5/2017 - 8/4/2018
9200AJ	8/5/2017 - 8/4/2018
9200AK	8/5/2017 - 8/4/2018
9200AL	8/5/2017 - 8/4/2018
9200AM	8/5/2017 - 8/4/2018
9200AN	8/5/2017 - 8/4/2018
9200AP	8/5/2017 - 8/4/2018
9200AQ	8/5/2017 - 8/4/2018
9200BF	8/5/2017 - 8/4/2018

CLIN - DELIVERIES OR PERFORMANCE

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S)	FROM - TO
CLIN 7000 Base Year - Labor	From Award through 12 months thereafter
CLIN 9000 Base Year - ODC	From Award through 12 months thereafter
CLIN 7001 Option 1 - Labor	Exercise of Option 1 through 12 months thereafter
CLIN 7003	
CLIN 7004	
CLIN 7005	
CLIN 7006	
CLIN 7007	
CLIN 9001 Option 1 - ODC	Exercise of Option 1 through 12 months thereafter
CLIN 9003	
CLIN 9005	
CLIN 9006	
CLIN 7002 Option 2 - Labor	Exercise of Option 2 through 12 months thereafter
CLIN 9002 Option 2 - ODC	Exercise of Option 2 through 12 months thereafter

(End of Text)

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

[REDACTED]
110 Vernon Avenue
Panama City, FL 32407
[REDACTED]

Contract Specialist

[REDACTED]
110 Vernon Avenue
Panama City, Florida 32407
[REDACTED]

Ombudsman

[REDACTED]
[REDACTED]
[REDACTED]

Contracting Officer Representative

[REDACTED]
110 Vernon Avenue
Panama City, Florida 32407
[REDACTED]

Defense Contract Management Agency (DCMA)

DCMA Baltimore, DoDAAC S2404A
14501 George Carter Way
2nd Floor
Chantilly, VA 20151

Defense Finance and Accounting Services (DFAS)

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

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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.

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“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).

Invoice and Receiving Report Cost

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

Destination/Destination

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331

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Accept at Other DoDAAC	N/A
LPO DoDAAC	(Leave Blank)
DCAA Auditor DoDAAC	HAA627
Other DoDAAC(s)	N/A

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

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

THERESA.SHIREY@NAVY.MIL
DONALD.STANFILL@NAVY.MIL

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NSWC PCD WAWF Point of Contact (POC):

E-mail: NSWC_WAWF@navy.mil
Phone: (850) 636-6085

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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

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

Lorita M. Mills

Contracts Manager

Science Applications International Corporation

PGI 204.7108 Payment instructions.

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

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

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order, insert the following:

SECTION G NOTES:

1) ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the

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funding was obligated. Under SeaPort, all funding is identified/obligated at the Sub-contract Line Item Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. Accounting for expenditures and invoicing at the SLIN level is required.

2) SPECIAL INSTRUCTIONS

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

3) TASK ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED] per year

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

Maximum Fee: [REDACTED] on Prime Costs

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

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

4) CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this TO:

EPS
IPS
GDIT
UDT
C4GROUP
BATTELLE
ISPA

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5) EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
700001	130051068900001	25000.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002955328		
700002	130050944200001	25000.00
LLA :		
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002947914		
900001	130051068900002	2500.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002955328		

BASE Funding 52500.00
Cumulative Funding 52500.00

MOD 01

700003	130052494100001	250000.00
LLA :		
AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A10003050644		
700004	130052211500010	16600.00
LLA :		
AD 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003030609		
700005	130052613800001	150000.00
LLA :		
AE 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003060880		

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900002 130052543100001 25000.00
 LLA :
 AF 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003053878

900003 130052613800002 15000.00
 LLA :
 AE 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003060880

MOD 01 Funding 456600.00
 Cumulative Funding 509100.00

MOD 02

700006 130053190500001 125000.00
 LLA :
 AG 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003120768

700007 130053662800001 100000.00
 LLA :
 AH 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003167296

900004 130053662700001 15000.00
 LLA :
 AJ 1751319 C4LC 251 24VCS 0 050120 2D 000000 A00003167154

900005 130052494100003 17000.00
 LLA :
 AK 97X4930 NH1D 252 77777 0 050120 2F 000000 A20003050644

900006 130053190500002 10000.00
 LLA :
 AG 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003120768

900007 130052543100002 27000.00
 LLA :
 AL 97X4930 NH1D 252 77777 0 050120 2F 000000 A10003053878

MOD 02 Funding 294000.00
 Cumulative Funding 803100.00

MOD 03 Funding 0.00
 Cumulative Funding 803100.00

MOD 04 Funding 0.00
 Cumulative Funding 803100.00

MOD 05

700008 130054626300001 84000.00
 LLA :
 AM 1751319 C4LC 251 24VCS 0 050120 2D 000000 A00003247060

700009 130054626300002 76000.00
 LLA :
 AN 1761319 C4LC 251 24VCS 0 050120 2D 000000 A10003247060

700010 130054582700001 40000.00
 LLA :
 AP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003244124

700011 130054515800001 63300.00
 LLA :
 AR 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003239271

700012 130054596800001 75000.00
 LLA :
 AS 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003245150

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700013 130054767500001 65000.00

LLA :
AT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003258875

700014 130054577200001 150000.00

LLA :
AU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003243141

900008 130054626300003 16000.00

LLA :
AN 1761319 C4LC 251 24VCS 0 050120 2D 000000 A10003247060

900009 130054767500002 13000.00

LLA :
AT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003258875

900010 130054577200002 30000.00

LLA :
AU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003243141

MOD 05 Funding 612300.00
Cumulative Funding 1415400.00

MOD 06 Funding 0.00
Cumulative Funding 1415400.00

MOD 07

700015 130054847500001 75000.00

LLA :
AV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003264679

700016 130055279800001 40000.00

LLA :
AW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003300379

700017 130055497000001 10000.00

LLA :
AX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003316785

700018 130055490500001 45000.00

LLA :
AY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003316127

700019 130055490600001 20000.00

LLA :
AZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003316215

700020 130055537500001 329357.00

LLA :
BA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003320088

900011 130054847500002 5000.00

LLA :
AV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003264679

900012 130055490600002 5000.00

LLA :
AZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003316215

900013 130055537500002 23000.00

LLA :
BA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003320088

MOD 07 Funding 552357.00
Cumulative Funding 1967757.00

MOD 08

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700022	130056164400001	80000.00
LLA :		
BC 1761804 8B5B 251 SH377 0 050120 2D 000000 A00003365757		
700023	130056086300001	53000.00
LLA :		
BD 1761319 C4RM 251 24VCS 0 050120 2D 000000 A00003360189		
700024	130056091500001	21000.00
LLA :		
BE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003360490		
700025	130055481600001	100000.00
LLA :		
BF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003315624		
700026	130055481600002	120216.00
LLA :		
BG 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003315624		
700027	130055481600003	147939.00
LLA :		
BH 97X4930 NH1D 251 77777 0 050120 2F 000000 A20003315624		
700028	130056087000001	203480.00
LLA :		
BJ 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003360397		
700029	130055951300001	51200.00
LLA :		
BK 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003350414		
700030	130055497900001	234160.00
LLA :		
BL 1761804 5C6C 257 00039 0 050120 2D 000000 A00003317042		
700031	130055497900002	210000.00
LLA :		
BM 1761804 5T6M 257 00039 0 050120 2D 000000 A10003317042		
700033	130055497300002	100000.00
LLA :		
BN 1761319 X4EE 255 00039 0 050120 2D 000000 A00003316698		
700034	130055497300003	23784.00
LLA :		
BP 1761319 X4EE 255 00039 0 050120 2D 000000 A10003316698		
700035	130055497300004	199442.00
LLA :		
BQ 1761319 X5RC 255 00039 0 050120 2D 000000 A20003316698		
700037	130056424700003	32500.00
LLA :		
BS 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003384494		
900014	130056087000002	30000.00
LLA :		
BJ 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003360397		
900015	130055951300002	1250.00
LLA :		
BK 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003350414		
900016	130056424700002	17500.00
LLA :		
BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003384494		
900017	130056424700004	17500.00

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LLA :
BS 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003384494

MOD 08 Funding 1642971.00
Cumulative Funding 3610728.00

MOD 09

700038 130056271800001 28000.00

LLA :
BT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003372633

900018 130056271800002 7000.00

LLA :
BT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003372633

MOD 09 Funding 35000.00
Cumulative Funding 3645728.00

MOD 10

700032 130055497300001 54558.00

LLA :
BN 1761319 X4EE 255 00039 0 050120 2D 000000 A00003316698

700036 130056424700001 32500.00

LLA :
BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003384494

700039 130056215300001 55000.00

LLA :
BV 9760400 3832 063 4 P69 4 0 255Y 0 49447 Wafa RMAM664 51 049447

700040 130056845300001 125000.00

LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

900019 130056845300002 25000.00

LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

MOD 10 Funding 292058.00
Cumulative Funding 3937786.00

MOD 11

700022 130056164400001 (23000.00)

LLA :
BC 1761804 8B5B 251 SH377 0 050120 2D 000000 A00003365757

700041 130056947900001 70000.00

LLA :
BW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003428515

700042 130057279600001 40000.00

LLA :
BX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003455354

700043 130057622100001 50000.00

LLA :
BY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003477656

MOD 11 Funding 137000.00
Cumulative Funding 4074786.00

MOD 12

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700044 130058444600001 77400.00
 LLA :
 CA 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003532301

MOD 12 Funding 77400.00
 Cumulative Funding 4152186.00

MOD 13

700101 130058730100001 22000.00
 LLA :
 CR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003551672

700102 130058547000001 20000.00
 LLA :
 CB 9760400 3832 063 4 P69 4 0 255Y 0 49447 WAFA RMAM664 51 049447

700103 130058635500001 15792.00
 LLA :
 CC 1761804 8B5B 251 SH377 0 050120 2D 000000 A00003546610

700104 130058710000001 60000.00
 LLA :
 CD 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003550973

700105 130058698200001 15000.00
 LLA :
 CE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003549792

700106 130058793400001 100000.00
 LLA :
 CF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003555918

700107 130058555800002 81130.00
 LLA :
 CG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003540866

700108 130058730200001 110000.00
 LLA :
 CH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003551723

700109 130058967700001 90000.00
 LLA :
 CJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003567255

900101 130058793400002 15000.00
 LLA :
 CF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003555918

900102 130058555800001 20000.00
 LLA :
 CG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003540866

900103 130058730200002 10000.00
 LLA :
 CH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003551723

MOD 13 Funding 558922.00
 Cumulative Funding 4711108.00

MOD 14

700034 130055497300003 (1790.00)
 LLA :
 BP 1761319 X4EE 255 00039 0 050120 2D 000000 A10003316698

700035 130055497300004 (146000.00)

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LLA :
BQ 1761319 X5RC 255 00039 0 050120 2D 000000 A20003316698

700039 130056215300001 (8700.00)
LLA :
BV 9760400 3832 063 4 P69 4 0 255Y 0 49447 WAFA RMAM664 51 049447

700040 130056845300001 (39600.00)
LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

700042 130057279600001 (31500.00)
LLA :
BX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003455354

700043 130057622100001 (24000.00)
LLA :
BY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003477656

900011 130054847500002 (5000.00)
LLA :
AV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003264679

900012 130055490600002 (5000.00)
LLA :
AZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003316215

900013 130055537500002 (7000.00)
LLA :
BA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003320088

900014 130056087000002 (30000.00)
LLA :
BJ 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003360397

900016 130056424700002 (6500.00)
LLA :
BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003384494

900017 130056424700004 (7400.00)
LLA :
BS 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003384494

900019 130056845300002 (18600.00)
LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

MOD 14 Funding -331090.00
Cumulative Funding 4380018.00

MOD 15

700301 130059643700001 100000.00
LLA :
CK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003609775

700401 130059703600001 46012.00
LLA :
CL 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003614414

700501 130059301800001 276610.00
LLA :
CM 1761804 8C1C 251 24VCS 0 050120 2D 000000 A00003587016

700601 130059456500001 211000.00
LLA :
CN 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003596422

700602 130059456500003 36000.00

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LLA :
CS 1761804 8B4B 251 24VCS 0 050120 2D 000000 A10003596422

700701 130059170100001 175631.00
LLA :
CP 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003577934

900301 130059643700002 25000.00
LLA :
CK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003609775

900501 130059301800002 32000.00
LLA :
CM 1761804 8C1C 251 24VCS 0 050120 2D 000000 A00003587016

900601 130059456500002 5000.00
LLA :
CN 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003596422

MOD 15 Funding 907253.00
Cumulative Funding 5287271.00

MOD 16

700033 130055497300002 (61985.00)
LLA :
BN 1761319 X4EE 255 00039 0 050120 2D 000000 A00003316698

700034 130055497300003 (21994.00)
LLA :
BP 1761319 X4EE 255 00039 0 050120 2D 000000 A10003316698

700035 130055497300004 (53442.00)
LLA :
BQ 1761319 X5RC 255 00039 0 050120 2D 000000 A20003316698

700036 130056424700001 (32500.00)
LLA :
BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003384494

700037 130056424700003 (32500.00)
LLA :
BS 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003384494

700039 130056215300001 (46300.00)
LLA :
BV 9760400 3832 063 4 P69 4 0 255Y 0 49447 Wafa RMAM664 51 049447

700040 130056845300001 (4900.00)
LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

700042 130057279600001 (8500.00)
LLA :
BX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003455354

700043 130057622100001 (500.00)
LLA :
BY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003477656

700044 130058444600001 (77400.00)
LLA :
CA 1761804 8D3D 251 24VCS 0 050120 2D 000000 A00003532301

900015 130055951300002 (1250.00)
LLA :
BK 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003350414

900016 130056424700002 (11000.00)

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LLA :
BR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003384494

900017 130056424700004 (10100.00)
LLA :
BS 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003384494

900018 130056271800002 (7000.00)
LLA :
BT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003372633

900019 130056845300002 (6400.00)
LLA :
BU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003420396

MOD 16 Funding -375771.00
Cumulative Funding 4911500.00

MOD 17

700302 130060172200001 25000.00
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003648338

700801 130059879200001 8700.00
LLA :
CV 9760400 3832 063 4 P69 4 0 255Y 0 49447 Wafa RMAM664 51 049447

700901 130059860800001 18750.00
LLA :
CW 1761804 8B5B 251 SH377 0 050120 2D 000000 A00003625562

701101 130060089500001 11500.00
LLA :
CZ 1761319 C4NV 251 24VCS 0 050120 2D 000000 A00003642769

900302 130060172200002 5000.00
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003648338

MOD 17 Funding 68950.00
Cumulative Funding 4980450.00

MOD 18

701001 130060086700001 25000.00
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003642680

900401 130060086700002 25000.00
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003642680

MOD 18 Funding 50000.00
Cumulative Funding 5030450.00

MOD 19

700902 130060530600001 126700.00
LLA :
DA 1771804 8B5B 251 SH377 0 050120 2D 000000 A00003688505

701201 130060421500001 100000.00
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003677936

900701 130060421500002 20000.00

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LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003677936

MOD 19 Funding 246700.00
Cumulative Funding 5277150.00

MOD 20

700303 130061032800001 70000.00

LLA :
DB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003728638

700702 130060856500001 164400.00

LLA :
DC 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00003714070

900303 130061032800002 10000.00

LLA :
DB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003728638

900801 130060859100001 36000.00

LLA :
DE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003713831

MOD 20 Funding 280400.00
Cumulative Funding 5557550.00

MOD 21

701002 130061364900002 67500.00

LLA :
DF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003755080

701102 130060927300001 32000.00

LLA :
DG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003721373

701301 130061222000001 60000.00

LLA :
DH 97X4930 NH1D 255 77777 0 050120 2F 000000 A00003744605

701401 130061293200002 140000.00

LLA :
DJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003748097

900402 130061364900001 7500.00

LLA :
DF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003755080

900901 130061293200001 5000.00

LLA :
DJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003748097

MOD 21 Funding 312000.00
Cumulative Funding 5869550.00

MOD 22

7100AB 130061710600001 200000.00

LLA :
DK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003783013

7100AC 130061867300001 35000.00

LLA :
DL 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003795421

7100AD 130061904300001 20000.00

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LLA :
DM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003798486

7100AE 130062021100001 190000.00
LLA :
DN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003806525

9100AB 130061710600002 10000.00
LLA :
DP 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003783013

9100AC 130061710600003 30000.00
LLA :
DP 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003783013

9100AD 130062021100002 10000.00
LLA :
DN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003806525

MOD 22 Funding 495000.00
Cumulative Funding 6364550.00

MOD 23

7100AF 130062286900001 86817.00
LLA :
DQ 1771319 C4RM 251 24VCS 0 050120 2D 000000 A00003827185

7100AG 130062523500001 31000.00
LLA :
DR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003847104

9100AE 130062523500002 2000.00
LLA :
DR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003847104

MOD 23 Funding 119817.00
Cumulative Funding 6484367.00

MOD 24

7100AH 130063399500001 55000.00
LLA :
DS 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003920810

MOD 24 Funding 55000.00
Cumulative Funding 6539367.00

MOD 25

7100AJ 130063817800001 12962.00
LLA :
DT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003955723

7100AK 130063938400001 60000.00
LLA :
DU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003964569

MOD 25 Funding 72962.00
Cumulative Funding 6612329.00

MOD 26

7100AL 130064577100001 13125.00
LLA :
DV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004012918

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7100AM 130064341500001 33000.00
 LLA :
 DW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003996932

7100AN 130064636100001 54000.00
 LLA :
 DX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004016854

9100AF 130064577100002 1875.00
 LLA :
 DV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004012918

9100AG 130064341500002 7000.00
 LLA :
 DW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003996932

9100AH 130064636100002 4000.00
 LLA :
 DX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004016854

MOD 26 Funding 113000.00
 Cumulative Funding 6725329.00

MOD 27

7100AP 130065012900001 12000.00
 LLA :
 DY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004043923

7100AQ 130065083600001 10000.00
 LLA :
 DZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004048650

7100AR 130065250200001 80000.00
 LLA :
 EA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004059458

7100AS 130065320000001 5500.00
 LLA :
 EA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004063744

7100AT 130065471200001 10000.00
 LLA :
 EA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004072165

MOD 27 Funding 117500.00
 Cumulative Funding 6842829.00

MOD 28

7200AB 130065307900001 9000.00
 LLA :
 EB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004063359

7200AC 130065033100001 110000.00
 LLA :
 EC 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004045048

7200AD 130065373900001 30000.00
 LLA :
 ED 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004067494

7200AE 130065380400001 60000.00
 LLA :
 EE 97X4930 NH1D 255 77777 0 050120 2F 000000 A00004067748

7200AF 130065510100001 270000.00

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LLA :
EF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004075220

7200AG 130065585100001 350000.00
LLA :
EG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004079675

9200AB 130065510100002 30000.00
LLA :
EF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004075220

9200AC 130065585100002 45000.00
LLA :
EG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004079675

9200AD 130065585100003 5000.00
LLA :
EG 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004079675

MOD 28 Funding 909000.00
Cumulative Funding 7751829.00

MOD 29

7200AH 130065454800001 80000.00
LLA :
EH 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004071689

7200AJ 130065693300001 10000.00
LLA :
EJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004085598

7200AK 130066134000001 70000.00
LLA :
EK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004113834

7200AL 130065864800001 165000.00
LLA :
EL 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004096739

9200AH 130065864800002 20000.00
LLA :
EL 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004096739

9200AJ 130065864800003 11770.00
LLA :
EL 1771804 8D3D 251 24VCS 0 050120 2D 000000 A00004096739

9200AK 130066134000002 2500.00
LLA :
EK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004113834

MOD 29 Funding 359270.00
Cumulative Funding 8111099.00

MOD 30

7100AK 130063938400001 (14000.00)
LLA :
DU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003964569

7100AQ 130065083600001 (10000.00)
LLA :
DZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004048650

900701 130060421500002 (5412.44)
LLA :
CT 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003677936

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9100AD 130062021100002 (3000.00)

LLA :
DN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003806525

MOD 30 Funding -32412.44
Cumulative Funding 8078686.56

MOD 31

7200AM 130065152900001 34658.00

LLA :
EM 1771319 W2DH 251 00014 0 050120 2D 000000 A00004053029

7200AN 130066187200001 33000.00

LLA :
EN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004117201

7200AP 130066487600001 50000.00

LLA :
EP 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004136713

7200AQ 130066667200001 50000.00

LLA :
EQ 1771319 C505 251 24VCS 0 050120 2D 000000 A00004148629

7200AR 130066926300001 32412.44

LLA :
ER 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004166016

7200AS 130066938400001 625000.00

LLA :
ES 1771319 C505 251 24VCS 0 050120 2D 000000 A00004167371

7200AT 130066945600001 67000.00

LLA :
ET 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004168305

7200AU 130066827200001 40000.00

LLA :
EU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004159754

9200AE 130066938400002 75000.00

LLA :
ES 1771319 C505 251 24VCS 0 050120 2D 000000 A00004167371

9200AF 130066667200002 6000.00

LLA :
EQ 1771319 C505 251 24VCS 0 050120 2D 000000 A00004148629

MOD 31 Funding 1013070.44
Cumulative Funding 9091757.00

MOD 32 Funding 0.00
Cumulative Funding 9091757.00

MOD 33 Funding 0.00
Cumulative Funding 9091757.00

MOD 34

7200AV 130067748800001 45500.00

LLA :
EV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004241867

7200AW 130067749000001 28800.00

LLA :
EW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004241870

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7200AX 130067985700002 27000.00
 LLA :
 EX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004264847

7200AY 130068059100001 70000.00
 LLA :
 EY 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004269085

9200AL 130067748800002 500.00
 LLA :
 EV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004241867

9200AM 130067749000002 1200.00
 LLA :
 EW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004241870

9200AN 130067985700001 3000.00
 LLA :
 EX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004264847

MOD 34 Funding 176000.00
 Cumulative Funding 9267757.00

MOD 35

7200AZ 130068421900001 5000.00
 LLA :
 EZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004297780

7200BA 130068318400001 50000.00
 LLA :
 FA 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004289992

MOD 35 Funding 55000.00
 Cumulative Funding 9322757.00

MOD 36

7200BB 130068776900001 12000.00
 LLA :
 FB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004330634

9200AP 130068776900002 1000.00
 LLA :
 FB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004330634

MOD 36 Funding 13000.00
 Cumulative Funding 9335757.00

MOD 37

7200BC 130068910200001 75000.00
 LLA :
 FC 97X4930 NH1D 310 77777 0 050120 2F 000000 A00004338988

7200BD 130068970400001 60000.00
 LLA :
 FD 97X4930 NH1D 255 77777 0 050120 2F 000000 A00004343565

9200AQ 130068910200002 25000.00
 LLA :
 FC 97X4930 NH1D 310 77777 0 050120 2F 000000 A00004338988

MOD 37 Funding 160000.00
 Cumulative Funding 9495757.00

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MOD 38

900301	130059643700002	(289.22)
LLA :		
CK 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003609775		
900303	130061032800002	(9995.32)
LLA :		
DB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003728638		
900501	130059301800002	(22707.05)
LLA :		
CM 1761804 8C1C 251 24VCS 0 050120 2D 000000 A00003587016		
900601	130059456500002	(1050.11)
LLA :		
CN 1761804 8B4B 251 24VCS 0 050120 2D 000000 A00003596422		
900801	130060859100001	(629.57)
LLA :		
DE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003713831		
900901	130061293200001	(106.12)
LLA :		
DJ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003748097		
9100AB	130061710600002	(10000.00)
LLA :		
DP 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003783013		
9100AC	130061710600003	(386.56)
LLA :		
DP 97X4930 NH1D 251 77777 0 050120 2F 000000 A10003783013		
9100AD	130062021100002	(1228.68)
LLA :		
DN 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003806525		
9100AE	130062523500002	(369.01)
LLA :		
DR 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003847104		
9100AF	130064577100002	(123.78)
LLA :		
DV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004012918		
9100AG	130064341500002	(2531.82)
LLA :		
DW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00003996932		
9100AH	130064636100002	(422.76)
LLA :		
DX 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004016854		

MOD 38 Funding -49840.00
Cumulative Funding 9445917.00

MOD 39

7200BE	130069280500001	120000.00
LLA :		
FE 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004367138		
7200BF	130069278200001	5000.00
LLA :		
FF 97X4930 NH1D 251 77777 0 050120 2F 000000 A00004366918		

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MOD 39 Funding 125000.00
Cumulative Funding 9570917.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor

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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; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

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

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

(End of Text)

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

CHANGES IN KEY PERSONNEL

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.

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(b) The Contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions 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 thirty (30) days, or forty-five (45) 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;
- 3) The hourly rates of the incumbent and the proposed substitute;
- 4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- 5) 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.

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work; (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

CAPPED RATES

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this

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SECTION I CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract applies to any Task Order resulting from this solicitation. Additionally, the below clauses are also included at the task order level.

CLAUSES INCORPORATED BY REFERENCE

52.204-9 Personal Identity Verification of Contractor Personnel (APR 2007)
52.216-8 Fixed Fee (June 2011)
52.244-2 Alt I (June 2007)
252.227-7025 Limitations on the Use or Disclosure of Government- Technical Data—Withholding of Payment (MAR 2000)
252.227-7038 Patent Rights—Ownership by the Contractor (Large Business) (Jun 2012)
252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014)
252.227-7016 Rights in Bid or Proposal Information (JAN 2011)
252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2011)
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
252.227-7030 Technical Data--Withholding of Payment (MAR 2000)
252.227-7037 Validation of Restrictive Markings on Technical Data (Jun 2013)
252.232-7007 Limitation of Government Obligation (Apr 2014)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 Option to Extend the Term of the Contract.

a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 (months) .

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

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(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- 1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- 2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- 3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- 4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond Fiscal Year 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds

from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond April 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

<http://acquisition.gov/far/>

(End of Clause)

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.

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

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

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED TO ADD TEAM MEMBERS TO THE TASK ORDER AFTER AWARD. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION REQUIRED 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.

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- (iv)The proposed subcontract price.

- (v)The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

- (vi)The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

- (vii)A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor’s certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor’s price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f)Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor’s purchasing system shall 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.

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

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

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

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

C4Group, LLC

EPS Corporation

General Dynamics Information Technology, Inc.

Innovative Professional Solutions, Inc.

Nakuuruq Solutions

UDT, Inc.

Advent Services, LLC

(End of Clause)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) Definitions. As used in this clause --

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

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

(b) The Contractor --

(1) Agrees not to --

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

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

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

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

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

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

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

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment	Description	Date	# of Pages
Exhibit A	Contract Data Requirements List (CDRL)	09/27/2017	9
J.1	Finalized DD 254	06/25/2015	3
J.2	COR Appointment Letter	12/17/2015	4
J.3	Approved Subcontractors	11/10/2015	1
J.4	eCRAFT Upload V2.2		
J.5	DI-MGMT-81991	01/19/2016	6