

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 02-Aug-2017	4. REQUISITION/PURCHASE REQ. NO. 1300466467		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A	
Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 kimberly.trujillo@navy.mil 703-753-2135		DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Future Technologies 12600 Fair Lakes Circle, Ste 200 Fairfax VA 22033	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4051-EH01
	10B. DATED (SEE ITEM 13) 29-Oct-2014
CAGE CODE 07HL3	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.

<input type="checkbox"/>	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"/>	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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Section H, Allotment of Funds clause

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) 		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly A Trujillo, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 18-Aug-2017	16B. UNITED STATES OF AMERICA BY <u>/s/Kimberly A Trujillo</u> (Signature of Contracting Officer)	16C. DATE SIGNED 18-Aug-2017

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GENERAL INFORMATION

The purposes of this modification are to (1) exercise Option CLIN 7200; (2) establish SLINs 710203, 720001 and 720002; (3) transfer cost ceiling and level of effort from CLIN 7101 to CLIN 7102; and (4) provide incremental funding for SLINs 710202, 710203, 720001 and 720002 in the total amount of \$760,345. Accordingly, this task order is modified as follows:

1. Under Section B, Supplies or Services:

(a) Exercise Option Year 3 CLIN 7200 as follows:

Target Cost	Target Fee	Max Fee	CPTF	LHs	POP
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

(b) Establish SLINs 710203, 720001 and 720002 as follows:

Item	Description
710203	Labor Funding for CLIN 7200 - BMD 6.0 (AWD-17-4141) (Other)
720001	Labor Funding for CLIN 7200 - BMD 6.0 (AWD-17-4141) (Other)
720002	Labor funding for CLIN 7102 - BMD 6.0 (AWD-17-6141) (Other)

(c) Transfer cost ceiling and level of effort from CLIN 7101 to CLIN 7102 as follows:

CLIN		Target Cost	Target Fee	Max Fee	CPTF	LHs
7101	From:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7102	From:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Due to the difference in labor hour rates between the CLINs, 249 labor hours are lost to the ceiling of this task order.

(d) Provide incremental funding for SLINs 710202, 710203, 720001 and 720002 as follows:

SLIN		Target Cost	Target Fee	Max Fee	CPTF	LHs
710202	From:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	By:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
710203	From:	\$0.00	\$0.00	\$0.00	\$0.00	0
	By:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
720001	From:	\$0.00	\$0.00	\$0.00	\$0.00	0
	By:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	To:	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
720002	From:	\$0.00	\$0.00	\$0.00	\$0.00	0

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By: [REDACTED]
 To: [REDACTED]

2. Under Section D, Packaging or Marking, Marking of Reports (NAVSEA) (SEP 1990), revise cost/monthly reports/other to be sent to:

Cost/Monthly Reports/Other:
 Ms. Alicia Kennerly
 1333 Isaac Hull Ave. SE
 Washington Navy Yard, DC 20376

3. Under Section F, Deliveries or Performance, the period of performance of CLIN 7200 is 1 Oct 17 through 30 Sep 18.

4. Under Section G, Contract Administration Data, add the financial accounting information for this modification.

5. Under Section H, Special Contract Requirements, Allotment of Funds clause, revise paragraph (a) to reflect the incremental funds provided in this modification and paragraph (c) to add CLIN 7102 as a fully funded item.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$8,745,058.00 by \$760,345.00 to \$9,505,403.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710202	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]
710203	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
720001	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]
720002	Fund Type - OTHER	0.00	[REDACTED]	[REDACTED]00

The total value of the order is hereby increased from \$9,401,600.72 by \$3,175,617.23 to \$12,577,217.95.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7102	[REDACTED]	[REDACTED]	[REDACTED]00
7200	0.00	[REDACTED]	[REDACTED]3

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

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CLIN/SLIN From To
7200 9/13/2017 - 9/12/2018 10/1/2017 - 9/30/2018

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	R425	Base Year Labor (See Notes A and F) (Fund Type - TBD)					
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line					
400001	R425	Labor funding for CLIN 4000 - FY14 O&MN IWS 1 DDG Adaptation, CG Adaptation, Common Source Library and AWS Maintenance and OPS (AEG0100115, AEG0100144, ATRCTR0016, VIT0100265) (O&MN,N)					
400002	R425	Labor funding for CLIN 4000 - FY11 SCN IWS 1 B/L 9 NEW CONST IAMD DDG (AEG0100109) (SCN)					
400003	R425	Labor funding for CLIN 4000 - FY11 SCN IWS 1 ACB16 (ATRCTR0117) (SCN)					
400004	R425	BMD AA ROMANIA (AA-15-000) (OCF) (Fund Type - OTHER)					
400005	R425	BMD AA PMRF (AA-15-001) (OCF) (Fund Type - OTHER)					
400006	R425	BMD AA POLAND (AA-15-200) (OCF) (Fund Type - OTHER)					
400007	R425	BMD 4.1 (AW-15-190) (OCF) (Fund Type - OTHER)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400008	R425	BMD 5.0 CU EXO (AW-15-190) (OCF) (Fund Type - OTHER)					
400009	R425	BMD 5.1 (AW-15-190) (OCF) (Fund Type - OTHER)					
400010	R425	BMD 3.6X (AW-15-190) (OCF) (Fund Type - OTHER)					
400011	R425	BMD 5.0 CU ENDO (AEG010137164) (OCF) (Fund Type - OTHER)					
400012	R425	BMD 5.1 SBT (AEG010147162) (OCF) (Fund Type - OTHER)					
400013	R425	Emergent DMS Support, IWS 1 OMN (AEG0100100) (O&MN,N)					
400014	R425	BL 9 ADC/IAMD DDG, ACB NEXT, TI NEXT, IWS 1 RDT&E (AEG0100026, AEG0100026, ATRCTR0501) (RDT&E)					
400015	R425	BL 7.2/AMIIP, IWS 1 RDT&E (AEG0100147, AEG0100149) (RDT&E)					
400016	R425	MMSP Development, IWS 2 RDT&E (AEG0100047) (RDT&E)					
400017	R425	MMSP BL 9D, IWS 2 SCN (AEG0100151) (SCN)					
400018	R425	DDG Backfit, IWS 1AP OPN (AEG0100128) (OPN)					
400019	R425	DDG 51 AWS Production, IWS 1AP FY 11 SCN (AEG0100130) (SCN)					
400020	R425	DDG 51 AWS Production, IWS 1AP FY 13 SCN (AEG0100130) (SCN)					
400021	R425	AEGIS DESERT SHIP FCS SPRT, IWS 1 FY15 RDT&E (AEG0100028) (RDT&E)					
4001	R425	Base Year Labor Surge (See Notes A, B, F and G) (Fund Type - TBD)					
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line					
4002	R425	FMS Labor CLIN (Fund Type - TBD)					
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line					
400201	R425	Labor funding for CLIN 4002 FMS IWS 4 AUSTRALIA (BAE0200217) (FMS)					
400202	R425	Labor funding for CLIN 4002 FMS IWS 4 KOREA K1.2 (BAE0200628) (FMS)					
400203	R425	Labor funding for CLIN 4002 FMS IWS 4 JAPAN JAMOD (BAE0200634) (FMS)					
400204	R425	Labor funding for CLIN 4000 - Norway IWS 4 FMS (BAE200004) (FMS)					
400205	R425	Labor funding for CLIN 4000 - Spain IWS 4 FMS (TRA0100013) (FMS)					

For Cost Type / NSP Items

4100	CDRLs (See Note C)	1.0	LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	ODC in support of CLIN 4000 and 4001 (See Note E) (Fund Type - TBD)	1.0	LO	\$74,853.45

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600001	R425	ODC in Support of CLIN 4000 (O&MN,N)			
600002	R425	ODC in Support of CLIN 4000 (SCN)			
600003	R425	ODC in Support of CLIN 4000 (SCN)			
600004	R425	ODC in Support of CLIN 4000 (OCF) (Fund Type - OTHER)			
600005	R425	ODC in Support of CLIN 4000 (OCF) (Fund Type - OTHER)			
600006	R425	ODC in Support of CLIN 4000 (OCF) (Fund Type - OTHER)			
600007	R425	ODC in Support of CLIN 4000 (Fund Type - TBD)			
600008	R425	ODC in Support of CLIN 4000 (Fund Type - TBD)			
600009	R425	ODC in Support of CLIN 4000 (Fund Type - TBD)			
600010	R425	ODC in Support of CLIN 4000 (Fund Type - TBD)			
600011	R425	ODC in Support of CLIN 4000 (OCF) (Fund Type - OTHER)			
600012	R425	ODC in Support of CLIN 4000 (OCF) (Fund Type - OTHER)			
600013	R425	Other Direct Costs in support of SLIN 400013 O&MN (O&MN,N)			
600014	R425	Other Direct Costs in support of SLIN 400014 RDT&E (RDT&E)			
600015	R425	Other Direct Costs in support of SLIN 400015 RDT&E (RDT&E)			
600016	R425	Other Direct Costs in support of SLIN 400016 RDT&E (RDT&E)			
600017	R425	Other Direct Costs in support of SLIN 400017 SCN (SCN)			
600018	R425	Other Direct Costs in support of SLIN 400018 OPN (OPN)			
600019	R425	Other Direct Costs in support of SLIN 400019 SCN (SCN)			
600020	R425	Other Direct Costs in support of SLIN 400020 SCN (SCN)			
6002	R425	ODC in support of CLIN 4002 (FMS Case #XX-X-XXX)			
600201	R425	ODC in support of CLIN 4002 (FMS)			
600202	R425	ODC in support of CLIN 4002 (FMS)			
600203	R425	ODC in support of CLIN 4002 (FMS)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Option Year 1 Labor (See Notes A, B and F) (Fund Type - TBD)					
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Underrun Share Line	50.0%				
700001	R425	Labor funding for CLIN 7000 - IWS 1 FY 15 SCN (AEG0100119) (SCN)					
700002	R425	Labor funding for CLIN 7000 - BMD 4.1 (OCF) (Fund Type - OTHER)					
700003	R425	Labor funding for CLIN 7000 - BMD 5.0 CU 18.1.3 (OCF) (Fund Type - OTHER)					
700004	R425	Labor funding for CLIN 7000 - BMD 5.1 (OCF) (Fund Type - OTHER)					
700005	R425	Labor Funding for CLIN 7000 - IWS FY15 RDT&E (RDT&E)					
700006	R425	Labor funding for CLIN Labor Funding for CLIN 7000 - TBD (Fund Type - TBD)					
700007	R425	Labor Funding for CLIN 7000 - TBD (Fund Type - TBD)					
700008	R425	Labor funding for CLIN 7000 ? FY 10 SCN IWS 1 (SCN)					
7001	R425	Option Year 1 Labor Surge (See Notes A, B, F and G) (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee	\$0.00				
		Government Overrun Share Line					
		Government Underrun Share Line					
7002	R425	Option Year 1 Labor (FMS) (Fund Type - TBD)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line					
700201	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Japan computer programs. (JA-P-FJW) (FMS)					
700202	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Korea computer programs. (KS-P-GQC) (FMS)					
700203	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Australia computer programs. (AT-P-LCQ) (FMS)					
700204	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Spain computer programs. (SP-P-LFG) (FMS)					
700205	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Spain computer programs. (SP-P-LFZ) (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700206	R425	Provide Business Operations, Information Technology and Security support at AEGIS TECHREP for the Norway computer programs. (NO-P-GDZ) (FMS)					
7100	R425	Option Year 2 Labor (See Notes A, B and F) (Fund Type - TBD)					
		Max Fee					
		Min Fee			\$0.00		
		Government Overrun Share Line			50.0%		
		Government Underrun Share Line					
710001	R425	Labor funding for CLIN 7100 ? Australia (AT-P-GSU) (FMS)					
710002	R425	Labor funding for CLIN 7100 - JA-P-FRD (FTINCJAPAN) (FMS)					
710003	R425	Labor funding for CLIN 7100 - NO-P-GEA (FTIONORWAY) (FMS)					
710004	R425	Labor funding for CLIN 7100 - SP-P-GOL (FTINCSPAIN) (FMS)					
710005	R425	Labor funding for CLIN 7100 - AT-P-GSU (AEG0100099) (FMS)					
710006	R425	Labor funding for CLIN 7100 - KS-P-LQI (FTI0600629) (FMS)					
7101	R425	Option Year 2 Labor Surge (See Notes A, B, F and G) (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee			\$0.00		

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line	50.0%				
7102	R425	Option Year 2 Labor (See Notes A, B and F) (Fund Type - TBD)					
		Max Fee					
		Min Fee	\$0.00				
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line					
710201	R425	Labor Funding for CLIN 7102 - IWS SCN (SCN)					
710202	R425	Labor funding for CLIN 7102 - BMD 6.0 (AWD-17-6141) (Fund Type - OTHER)					
710203	R425	Labor funding for CLIN 7102 - BMD 6.0 (AWD-17-6141) (Fund Type - OTHER)					
7200	R425	Option Year 3 Labor (See Notes A, B, D and F) (Fund Type - TBD)					
		Max Fee					
		Min Fee	\$0.00				
		Government Overrun Share Line					
		Government Underrun Share Line					
720001	R425	Labor Funding for CLIN 7200 - BMD 6.0 (AWD-17-4141) (Fund Type - OTHER)					
720002	R425	Labor Funding for CLIN 7200 - BMD 6.0 (AWD-17-4141) (Fund					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Type - OTHER)					
7201	R425	Option Year 3 Labor Surge (See Notes A, B, D, F and G) (Fund Type - TBD)	[REDACTED]				
		Option					
		Max Fee	[REDACTED]				
		Min Fee	\$0.00				
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	[REDACTED]				
7300	R425	Award Term 2 Labor (See Notes A, B, D and F) (Fund Type - TBD)	[REDACTED]				
		Option					
		Max Fee	[REDACTED]				
		Min Fee	\$0.00				
		Government Overrun Share Line	[REDACTED]				
		Government Underrun Share Line	[REDACTED]				
7301	R425	Award Term 2 Labor Surge (See Notes A, B, D, F and G) (Fund Type - TBD)	[REDACTED]				
		Option					
		Max Fee	[REDACTED]				
		Min Fee	\$0.00				
		Government Overrun Share Line	[REDACTED]				
		Government Underrun Share Line	[REDACTED]				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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4000	CPIF	41,557							
4001	CPIF	3,128							
7000	CPIF	41,114							
7001	CPIF	3,095							
7100	CPIF	41,261							
7101	CPIF	3,106							
7200	CPIF	41,437							
7201	CPIF	3,119							
7300	CPIF	41,137							
7301	CPIF	3,096							

(i) The CPIF target cost for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be entered in the Target Cost column in the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, corresponding to each CLIN by the target cost per hour (Target Cost/Hour (Rate)). The target cost per hour (Target Cost/Hour (Rate)) shall include all proposed cost (including cost of money (if proposed) and subcontractor costs) for the corresponding CLIN. Fees charged by subcontractors shall also be included in the target cost.

(ii) The CPIF target fee for (40XX-series) and if exercised CLINS (70XX-series, 71XX-series) and if earned and exercised CLINS (72XX-series, 73XX-series) shall be determined by multiplying the allowable hours worked (Qty (Hrs)), including subcontractor hours, for the corresponding CLIN by the target fee per hour (Target Fee/Hour (TF)) from the INCENTIVE FEE TABLE. This shall be entered in the Target Fee (Target Fee (Hrs * TF)) column of the INCENTIVE FEE TABLE above.

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

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

CLIN	Delivered Hours	Actual Cost per hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Performance-based Reduction of Incentive Fee Adjustment	Computed Incentive Fee (D+E+F=G)	Total (C+G=H)
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	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
4000								
4001								
7000								
7001								
7100								
7101								
7200								
7201								
7300								
7301								

NOTE G: SURGE

The Contractor shall provide support services as related to the Statement of Work as listed in Section C if SURGE options are exercised and Technical Instructions (TIs) are issued for work under these CLINs. The Government shall coordinate with the Contractor the specific tasks to be documented in TIs and issued to the Contractor. No work shall be performed under SURGE line items without a TI signed by the Procurement Contracting Officer (PCO) and Contracting Officer's Representative (COR).

CLAUSES INCORPORATED IN FULL TEXT:

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

CLIN types can be seen in the following table:

CPIF:	CLIN 4000, 4001, 7000, 7001, 7100, 7101, 7200, 7201, 7300, 7301
Cost Only:	CLIN 6000, 9000, 9100, 9200, 9300

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,

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amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

PAYMENTS OF FEE(S) (LEVEL OF EFFORT ALTERNATE 1) (NAVSEA) (MAY 2010) (Applicable to CPIF CLINs 4000, and if options exercised CLINs 4001, 7000, 7001, 7100, and 7101, and if award term options awarded and exercised CLINS 7200, 7201, 7300 and 7301)

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

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

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

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

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

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

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- (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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

AEGIS (WEAPON SYSTEM) BUSINESS OPERATIONS, SECURITY, AND INFORMATION TECHNOLOGY SUPPORT

SCOPE:

As defined in AEGIS Technical Representative (TECHREP) Instruction 5450.3A dated 6 January 1995, AEGIS TECHREP provides on-site direction, oversight and support that validates the total AEGIS weapon and combat system design. This includes system engineering, test and evaluation, logistics, production, acquisition, and technical, and management functions required for upgrading and maintaining AEGIS Weapon System (AWS) baseline development. The Contractor shall provide vital business operations, security and information technology support of the operations, evaluation, analysis, review and approval of AEGIS specifications, documentation, equipment, and computer programs.

BACKGROUND:

The Navy continues to develop and procure combat system improvements for the two major classes of AEGIS ships: the CG 47 Ticonderoga Class Cruiser and the DDG 51 Arleigh Burke Class Destroyer. Supporting this effort are field commands and shore sites dedicated to research, development, engineering, test, acquisition, logistics, and training support to the AEGIS fleet at AEGIS TECHREP, Moorestown, NJ. AEGIS TECHREP manages the Government-owned and operated Vice Admiral James H. Doyle, Jr., Combat System Engineering Development Site (CSEDS).

When directed by the Contracting Officer's Representative (COR), additional remote field offices to be managed by AEGIS TECHREP, Moorestown, NJ shall be established at acquisition program Contractor facilities. These remote field activities shall provide on-site oversight support including but not limited to system engineering, test and evaluation, logistics, production, acquisition, technical and management functions and tasks as directed by the COR via AEGIS TECHREP. The personnel shall be collocated on-site at the Contractor's facility (prime or sub). The Contractor's specific skill requirements will be contingent upon the following: a) program being supported, b) acquisition phase of program, and c) any specific COR-directed functions or tasking areas. Requirements for each remote field activity shall be established via Technical Instruction(s) (TI) at the time of inception.

COMMAND MISSION:

The mission of AEGIS TECHREP is to provide Acquisition Program Managers with Navy on-site leadership and system engineering support to validate total ship combat system design, monitor production, accept weapon system delivery, integrate and test combat system equipment and computer programs, evaluate operational suitability, provide the fleet interface for interim logistics support, oversee Contractor depot operations, support initial crew training and operational evaluations, and other functions as directed.

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AEGIS TECHREP, at its CSEDS facility, routinely conducts operations and provides related support on a three-shift, twenty-four-hour-a-day, and seven-day-week basis. Major products derived from the AEGIS TECHREP mission support process include delivery of tactical and experimental computer programs, certified Foreign Military Sales (FMS) computer programs, delivery and shipment of AWS equipment, and acceptance of test plans, procedures and specifications.

APPLICABLE DOCUMENTS:

Listed below are documents necessary to identify and clarify the work requirements and deliverable products which are directives, instructions, notices and other documents that are currently in use at AEGIS TECHREP. All of these documents, updates or additional documents will be available to the Contractor during performance of the contract at the AEGIS TECHREP Office. The lists below are not all inclusive. Some of the material listed may be superseded or deleted to accommodate on-going requirements.

STANDARDS AND SPECIFICATIONS

System Specifications (A-Spec)

Computer Program Requirements Specifications (CPRS)

Computer Program Standards (CPS)

OTHER DOCUMENTS

AEGIS Weapon System Computer Program Development Plan

AEGIS Combat System Master Test Plan

Computer Program Quality Program Plan

Combat System Engineering Development Site Configuration Definition Document

Computer Program Test Site Configuration Definition Document

Equipment Requirements Plan

INSTRUCTIONS AND NOTICES

AEGIS TECHREP INSTRUCTIONS

2310.1C	27 Nov 02	Naval Message Processing Procedures
3432.1A	25 Mar 11	Operations Security (OPSEC) Program
3907.1B	06 Jun 03	Combat System Engineering Development Site Scheduling
4340.1A	24 May 04	Government Furnished Material
4340.2B	02 Mar 04	Government Furnished Information Management and Control
4420.1B	23 Jun 10	Material and Services Procurement

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4920.1	04 Dec 09	AEGIS TECHREP Command Foreign Military Sales (FMS) Releasability Review Process
4920.3	26 May 06	Foreign Military Sales (FMS) Computer Program Maintenance Process
5239.1B	26 Oct 01	AIS Security Plan
5239.2C	13 Jun 00	Automated Information System (AIS) Policy and Procedure
5239.3A	11 Oct 05	AEGIS TECHREP Automated Information System Network Operation and Maintenance Plan
5500.1A	11 May 93	Lost, Stolen or Recovered (M-L-S-R) Government Property
5510.1B	16 Oct 12	Aegis Technical Representative Security Program
5510.9	22 Apr 11	Classified Information Systems Removable Media Contractor Verification System (CVS)/Common Access Card (CAC) Process for AEGIS TECHREP
5512.1B	06 Jan 10	Anti-Terrorism/Physical Security Plan
5530.1A	04 Feb 10	Inventory Management Control and Accountability of Personal Property
7320.2A	26 Aug 09	

OTHER INSTRUCTIONS

OPNAV 5510.36B	06 Jun 06	Department of the Navy (DoN) Information Security Program Instruction
4365.3	03 Jun 99	AEGIS Combat System Design Review Manual
5450.3A	06 Jan 95	Mission, Functions, and Tasks of the AEGIS Technical Representative, Moorestown, NJ

NOTICES

5215	15 Apr 99	Index of Current AEGIS TECHREP Directives
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1.2 GENERAL REQUIREMENTS:

The Contractor shall provide specific technical support for AEGIS TECHREP mission operations along major mission lines as defined herein and in accordance with the Technical Instructions issued by the Procuring Contracting Officer (PCO) or his duly authorized representative, if applicable. The specific operations to be supported by the Contractor include Business Operations, Security and Information Technology (IT) Support.

The Contractor shall transition to provide the proper mix of fully qualified personnel to meet SOW requirements as cited in the SOW scope of work for business operations, security and IT support. The Contractor shall provide support to the Business Operations Division Head, the automated information systems (AIS) Manager, and the Security Officer. Duties include, but are not limited to, business financial support, AIS support, web development, security operations and Combat System Engineering Development Site (CSEDS) support. The Contractor support team shall be comprised of an effective and efficient mix of experienced and technical expertise that provides an adaptable and flexible structure that is best suited to accomplish both planned and emergent tasks. The team structure shall maximize productivity, efficiency, and

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accountability within all funding provided by the Government. The Contractor shall execute SOW requirements that provides and demonstrates high quality, timely and well-integrated support services.

The Contractor shall, in order to fully integrate its activity with that of the Government, identify workable and effective use of Contractor resources including personnel, facilities, and schedules. Multiple shift operations and the relative high priority of all mission events dictate careful and detailed management planning and support by the Contractor. The Contractor Management Plan for achieving SOW requirements while fully integrating all Contractor activity with AEGIS TECHREP's mission activity will be essential to AEGIS program objectives.

1.2.1. Facilities:

(1) The Government may furnish limited office space and collateral equipment for on-site Contractor personnel use while working at AEGIS TECHREP. The Contractor must, at all other times, furnish all of the necessary facilities, office space, computers and/or workstations, data bases, models, data lines as required, licensed computer program software, modems, terminals and unique software required to interface and interact with AEGIS TECHREP's Local Area Network (LAN)/Wide Area Network (WAN) meeting all requirements to interface with NMCI at AEGIS TECHREP. The Contractor shall also be compliant with NAVSEA and Navy Standards regarding AIS requirements for upgrading systems, software and security.

(2) The Contractor shall provide sufficient office space for all Contractor personnel supporting AEGIS TECHREP, Moorestown, NJ to facilitate rapid communication between the Navy, the Contractor, and any Subcontractor. If required, very limited office space may be needed to support special assignment efforts in various locations (e.g. Washington, DC; Pascagoula, MS; Bath, ME; and Sudbury, MA areas).

(3) In conjunction with office space in Moorestown, NJ identified in (2) above, the Contractor shall provide conference rooms and meeting areas, with classified meeting capabilities and unclassified capabilities. At least one of the conference rooms must accommodate a minimum of fifty (50) people (including conference tables, chairs and a dry erase board, and presentation capabilities). The conference room must accommodate users of laptop computers (i.e. power and presentation capabilities).

(4) The Contractor shall provide the necessary equipment and secure space in their facilities to support electronic design reviews, specifications, and other documents up to the secret classified level. The Contractor must provide facilities and personnel to support Secret Internet Protocol Router Network (SIPRNET) connectivity at their facilities.

(5) The Contractor shall ensure authorized personnel have approved access and ensure that access is granted at the appropriate level. The Contractor shall review and process requests for access to facilities under their control.

1.2.2. Integrated Product Team/Quality Management/Six Sigma Lean/Leadership:

The Contractor shall provide services to support the AEGIS TECHREP Mission and its Senior

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Leadership Team (SLT)/Executive Steering Group (ESG). Support is required for multiple programs and projects to implement all aspects of Lean Six Sigma, Rapid Improvement/Process Improvement methods, Strategic Planning, Integrated Product Teams (IPT) and Leadership in terms of implementing its principles, approaches and methods, as it relates to the mission, vision, and goals of AEGIS TECHREP process improvement objectives. The Contractor shall assist with TECHREP sponsored Process Action Teams (PATs), In Process/Product Teams (IPTs), Lean Six Sigma Events and Quality Management Boards (QMB), assessments of business management principles and process, as appropriate, and provide recommendations to each. The Contractor shall assist in providing training to personnel in the fundamentals of Lean Six Sigma and use Lean Six Sigma principles to manage both internal processes and those which may be jointly owned by the team, to seek constant improvement to ensure customer satisfaction. The Contractor shall assist in the preparation for and facilitation of IPTs, off sites, working groups, Lean Events, advisory boards, NAVSEA Compliance and Performance Inspections, and audit teams, if applicable.

1.2.3. Non-Disclosure Agreements (NDAs):

Contractor personnel may be required to sign NDAs, as applicable to specific SOW tasking. The COR will notify the Contractor of the number and type of personnel that will need to sign the NDAs. The signed NDAs shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention.

1.2.4. Sensitive, Proprietary, and Personal Information:

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations apply. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

1.2.5. Digital Delivery of Data:

The Contractor shall deliver technical, financial, management or status information to the Government, electronically.

All data delivered shall be the exclusive property of AEGIS TECHREP and the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

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

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extent possible.

1.3. BUSINESS OPERATIONS

1.3.1. Business/Financial Management:

The Contractor shall support the Administrative and Business/Financial Management Division within AEGIS TECHREP, including planning, programming, and budgeting of resources necessary to conduct AEGIS TECHREP events.

1.3.1.1. Business/Financial Management

The Contractor shall provide assistance in the preparation of AEGIS TECHREP program documentation required for cost estimating / development, cost tracking, cost reporting, and reconciliation efforts. The accomplishment of the following tasks shall be consistent with AEGIS TECHREP financial planning, and reporting processes. They also shall be consistent with Navy funding policies, procedures and agreements and contract administration. This effort will include the following:

Budget Execution. The Contractor shall assist AEGIS TECHREP in the recording, monitoring, and reporting budget execution via AEGIS TECHREP's financial system. The Contractor shall perform reconciliations between information recorded in the local financial system and information recorded in other financial accounting systems.

Variance / Discrepancy Reports. The Contractor shall provide detailed variance / discrepancy analyses for AEGIS TECHREP using various source data documentation and provide detailed recommendations for corrective actions.

Monthly Status Reports. The Contractor shall provide monthly status reports on selected documents, which provide data on financial status. Reports should be made available to allow for easy validation, verification, and cross referencing of financial and MILSTRIP data.

Task Planning Sheets. The Contractor shall review and coordinate all task planning requirements to include, but not limited to, the master internal database for all command task planning requirements, reviews for technical readiness and errors, reviews for financial completeness, insures proper funding is requested, and insures timely submission.

In addition to the above, the Contractor shall provide support for the overall planning, fiscal reporting, and control of selected funding documents.

1.3.2. Program Management:

(1) The Contractor shall provide executive, analytical and management support services to the AEGIS TECHREP Senior Leadership, Divisions and the Contracting Officer's Representative (COR) which include the following efforts:

(a) The Contractor shall provide for the overall management, planning, control, administration, scheduling and execution of all efforts described in the SOW, including the efforts of all

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subcontractors including Small Business operations. The Contractor shall have procedures and processes in place to monitor, manage and control cost, resources (dollars, hours, labor) and perform resource estimates, as required, for planning SOW activities in order to contain costs. The Contractor shall be responsible for financial planning and budgeting of those funds allocated to perform SOW requirements and meet AEGIS TECHREP mission, goals and objectives. The Contractor shall provide timely expenditure and financial trend reports monthly. The Contractor shall provide for routine reporting of plans, progress, problems, and trends to the COR identified in SECTION G.

(b) The Contractor shall assist the COR with deliverable tracking, review of Procurement Requests (PR), contract modifications and assist contract and business initiatives and data bases, e.g. all phases of Navy ERP implementation and operation, Standard Procurement System (SPS), and contract administration, as required.

(c) The Contractor shall execute a process to generate, update, track and consolidate Sponsor requested Task Planning Sheets (TPSs)/SOWs across all programs under the direction of AEGIS TECHREP.

(d) The Contractor shall assist with gathering data and compiling complete information in response to data calls as required.

(e) The Contractor shall provide timely status of funds for all active year appropriations numerically and graphically on a monthly basis providing expenditures and expenditure rates for all active year appropriations as required.

(f) The Contractor shall prepare business, financial and management presentations as required.

(g) The Contractor should also continue to provide services and coverage to AEGIS TECHREP should an employee or subcontractor be absent or on leave for an extended period of time.

(2) The Contractor shall submit financial reporting of expenditures.

(3) The Contractor shall provide planning and management support by assistance in developing and maintaining the following areas:

- a) Develop a system to maintain status reports for meetings with action items and progress;
- b) Prepare minutes, agendas, schedules, briefings, and Plan of Action & Milestones (POAMs);
- c) Provide meeting facilities, as required; and
- d) Produce complete technical materials, as well as audio/visual presentations and graphics in support of all facets of the Command, as required.

(4) The Contractor shall:

- a) Produce accurate and compliant draft AEGIS TECHREP directives including, letters, memorandums, notices and instructions.

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b) Develop accurate and compliant draft Standard Operating Procedures, plans, processes, point papers, and other relevant documents and materials in support of AEGIS TECHREP management and execute a process to keep them current/updated.

c) Assist AEGIS TECHREP admin to develop and update personnel guides to serve as operating manuals for various functions.

d) Conduct research, develop, draft and generate compliant and accurate charts, briefings, viewgraphs, maps, and computer-based presentations. All computer-based presentations shall be compatible with AEGIS TECHREP equipment and programs. Examples of work required are: organizational charts, new baseline activation charts, operational and management plans, decision and Command Program review briefs.

(5) The Contractor shall assist with the integration and coordination of Command business operations including task management, program management, Program Reviews (national and international), and sites visits.

(6) The Contractor shall provide for the planning and management of an electronic environment in support of paper free document initiatives, which include storage and distribution (e.g. NAVSEA Corporate Document Management System (CDMS)). The Contractor shall perform internet/intranet and paperless studies targeting cost-reducing process improvements and transition of computer based media (i.e. optical, magnetic, and electronic transfer) for documentation, data bases, procedures, etc.

1.3.3. Database Systems

The Contractor shall produce, convert, and deliver certain database systems and generate data related to the AEGIS TECHREP Program. This effort shall include the following:

The AEGIS TECHREP Program requires that reports and data be generated and available to personnel. Products shall be completed by the Contractor, and tested and approved by the Government. In order to minimize the cost to the Government, the Contractor shall analyze both economic (e.g., processing time costs, permanent file cost savings, etc.) and intangible (e.g., quicker reporting turnaround) costs and benefits.

The Contractor shall maintain, update, extend, and enhance the capabilities of the computer program reporting systems and utilize other available reporting systems. The Contractor shall execute new and existing database systems in accordance with schedules to be provided after award of the contract.

The Contractor shall modify and enhance programs and procedures as necessary to meet existing or new AEGIS TECHREP reporting requirements. The office also seeks improved methods or report generation and status tracking to reduce manpower requirements and improve response times. The Contractor shall perform cost/benefit analyses to determine the most appropriate approach to producing required reports and maintaining supporting files.

The Contractor shall transfer existing data into the new database, validate the data and prepare a

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test analysis report. The Contractor shall assure that the new system is working properly and obtain Government approval.

The Contractor shall prepare a User's Manual and instruct Government personnel how to use any enhancements to the system.

The Contractor shall design and execute sample reports required by Government personnel, including but not limited to the following:

Manpower summaries

Financial status

Project cost category detailed expenditures

Program financial status by appropriation, etc.

Detailed material and repair cost

Procurement reports

Credit card summary

Detailed travel reports

Reconciliation summaries

The Contractor shall provide other reports that may be developed throughout the duration of this contract. All source code used for this project shall be turned over to and become the property of the Government. A copy of the source code shall be forwarded whenever changes occur or on an as-requested basis.

1.3.4. Procurement Support

The Contractor shall research, and prepare procurement requisitions for authorized supplies or services.

1.4. SECURITY

1.4.1. Security Operations:

(1) The Contractor shall provide staff support for security matters including, but not limited to, the functional areas of information security, personnel security, industrial security, foreign disclosure, operations security, physical security, and aligned areas of Controlled Unclassified Information, For Official Use Only Information, and Personally Identifiable Information. The Contractor shall perform the following tasks and maintain records/automated files in support of the Command Security Program:

Visitor Control

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Visit Authorization Requests

Badging

Access Control

Classified Material Accountability and Distribution (internal and external)

Classified Material Inventories

Classified and Sensitive Material Destruction

Inspection Support

Preparation and Maintenance of Security Forms, Instructions and Notices

Security Container Records

Classified Mail and Shipments

Joint Personnel Adjudication System (JPAS)

Industrial Security Facilities Database (ISFD)

Training, Education, and Security Awareness Activities

Operations Security Assessments and Activities

(2) The Contractor shall maintain automated systems to record and execute security actions. To this extent, the Contractor shall have knowledge of menu driven database software and skills in operating automatic data processing equipment. The Contractor shall operate and maintain a centralized system and ensure data is current by performing data input and removal. The Contractor shall be capable of producing reports which include, but not limited to, periodic reinvestigations, approved visitor reports, badge issuances, and document custodian.

(3) The Contractor shall maintain accountability records of classified material, and review documentation to ensure that correspondence, reports, and forms are prepared in accordance with instructions and internal procedures. The Contractor shall assist with maintaining central document accountability files for classified documents. The Contractor shall be conversant with Navy security policy(s) and the DOD Industrial Security Regulation. The Contractor shall be capable of researching security issues and proposing course(s) of action to gain efficiencies.

(4) The Contractor shall provide administrative support in creating or modifying manuals, instructions, letters, forms, and PowerPoint presentations.

1.5. INFORMATION TECHNOLOGY (IT)

1.5.1. Use of Information System (IS) Resources:

Contractor Provision of IS Resources: Except in special circumstances explicitly detailed

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elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

1.5.2. AEGIS TECHREP Business Systems Information Technology Support:

(1) AEGIS TECHREP Business Systems Information Technology Support (BSITS) is required to enable the accomplishment of AEGIS TECHREP's mission by ensuring the successful implementation, operation, and maintenance of the command's business systems. This support includes: audio visual, applications Contractor Off the shelf Systems/Government Off the Shelf Systems (COTS/GOTS), video teleconference systems, voice communications systems, inventory management, server administration, fiber infrastructure, website design, Enterprise Resource Planning (ERP), and AEGIS TECHREP's local business systems network, Navy Marine Corps Intranet/Next Generation Enterprise Network (NMCI/NGEN), or successor systems. NMCI currently supports 145 seats at AEGIS TECHREP to include government civilian, military and Contractor support.

(2) The Contractor shall provide information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs and management. The Contractor shall analyze existing IT and IS databases, web sites, and IT applications, recommend new or improved interfaces and improved management tools that meet new management requirements, or improve management effectiveness and efficiency. The Contractor shall perform maintenance and technical support for business related LAN and WAN systems that are outside the cognizance of NMCI (or follow-on contract to NMCI). The Contractor shall modify, implement and maintain web based information systems and links. The Contractor shall develop web-site structure, prepare documentation for population, implement, and maintain web sites.

(3) The Contractor shall provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations, and support equipment hardware and software that are outside the cognizance of NMCI (or follow-on contract to NMCI). The Contractor shall conduct Information Assurance (IA) analyses, develop, recommend, implement, monitor, update, and maintain, IA practices, procedures, equipments, algorithms, and hardware that are outside the cognizance of NMCI (or follow-on contract to NMCI). The contractor shall apply the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for business systems. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered within the scope of this functional area.

(4) The Contractor shall provide support to the AEGIS TECHREP NMCI Contractor Technical

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Representative (CTR) during all phases of NMCI (and/or follow-on contract to NMCI) transition, implementation, and continuing operation to include order preparation and submission, delivery validation, conflict resolution, asset reconciliation and metrics reporting.

(5) The Contractor shall maintain and document all hardware and software inventories. (CDRL A002)

(6) The Contractor shall provide support to manage NMCI/NGEN services within Command. Determine requirements and assist with costs and prioritization for: Transition/cutover, Tech Refresh, Applications management, and Legacy reduction initiatives. The Contractor shall maintain accountability, record service delivery for payment, and asset reconciliation.

(7) The Contractor shall provide support to Order and Pay for NMCI/NGEN services: Pre-Invoice and Invoice Management, new assets, services and fiscal year rollovers, deployments, and change services (such as MACs).

(8) The Contractor shall provide support to escalate and monitor NMCI/NGEN issues: Service Level Agreements, Customer Satisfaction Reports, Request Management (Help Desk and SRM/MACs), Network Outages, and local technical issues.

(9) The Contractor shall provide information security liaison with Information Assurance Managers (IAMs) and Information Assurance Officers (IAO), and maintain awareness of IA Policy, Procedures and Guidelines.

(10) The Contractor shall provide support for Account Management.

(11) The Contractor shall train users with understanding to provide them with NMCI/NGEN contract and related business rules, coordinate special NMCI/NGEN activities, and communicate internal business rules.

(12) The Contractor shall perform system administration duties of share drives, public folders, distribution lists and functional mailboxes.

(a) The Contractor shall provide application computer program support.

(b) The Contractor shall maintain business legacy applications and perform modifications as specified within AEGIS TECHREP Computer Program Change Requests. (CDRL A004)

(c) The Contractor shall operate and maintain programs using languages and compilers compatible with AEGIS TECHREP assets and in accordance with Navy regulations. (CDRL A004)

(d) The Contractor shall maintain documentation on approved legacy applications to include user manual and electronic copies of all program source code listings. (CDRL A004)

(e) The Contractor shall install computer programs (both commercially licensed to AEGIS TECHREP and those created under this contract).

(f) The Contractor shall include system security considerations, back-up, and maintain compatibility as AEGIS TECHREP requirements change.

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(g) The Contractor shall ensure that all programs approved for use at AEGIS TECHREP are Navy-approved or shall advise and request approval from NAVSEA upon AEGIS TECHREP government approval.

(h) The Contractor shall ensure that all AEGIS TECHREP applications are registered in the appropriate databases.

(i) The Contractor shall provide training in program operation.

(13) The Contractor shall be responsible for support of the Business systems' LAN and WAN systems.

(a) The Contractor shall provide engineering, installation, operation, maintenance, configuration, and analysis of current and future systems. (CDRL A002)

(b) The Contractor shall install, operate and maintain switches, routers, and other miscellaneous associated hardware and software, and cable infrastructure to include MACs.

(c) The Contractor shall provide system administration support to include processing of MAC, database maintenance, documentation, and engineering drawings. (CDRL A002)

(d) The Contractor shall provide support for administration, management, and operation of the legacy servers and other peripheral equipment.

(e) The Contractor shall provide Computer LAN and WAN system support during normal business hours. In addition, support at night, weekend, and/or holiday work or other emergency operations may be required.

(f) The Contractor shall provide maintenance of LAN and WAN system equipment in accordance with applicable procedures, priorities, and time frames.

(g) The Contractor shall provide labor and tools to perform minor cable installation as required by configuration changes to network.

(h) The Contractor shall provide administration, maintenance and continued development of AEGIS TECHREP's secure World Wide Web based intranet know as Technical Representative Analysis Information Navigator (TRAIN) at NAVY ENTERPRISE HOSTING SOLUTION and development site or future follow on enterprise solutions governed by DOD.

(14) The Contractor shall be responsible for providing a legacy help desk.

(a) The Contractor shall provide legacy support that includes first-level troubleshooting, trouble call logging and documentation, call elevation to next level, call backs to verify trouble resolution and customer satisfaction.

(b) The Contractor shall provide legacy system administration support to include processing of trouble calls, database maintenance, documentation, and reports.

(c) The Contractor shall provide legacy help desk support during normal business hours. In

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addition, support at night, weekends, and/or holiday work or other emergency operations may be required. Mission-related trouble calls shall have priority over all other incoming calls.

(d) The Contractor shall maintain an up-to-date database of all trouble calls, available for status review by authorized personnel. (CDRL A002)

(15) The Contractor shall maintain existing and develop new web pages.

(a) The Contractor shall update web pages on a monthly (minimum) basis reflecting changes since the last update, including documentation, web page security access levels, image capture, creation of editable text Adobe PDF files, and the development of web enabled databases for the purpose of disseminating information to internal and external customers. (CDRL A004)

(b) The Contractor shall support users by formatting databases to be linked with the system, assisting users in interfacing the central system, programming unique user applications, providing custom web page design and updating of existing web pages to reflect current status.

(c) The Contractor shall prepare all graphics for web sites.

(d) The Contractor shall optimize and register web site pages in popular search engines.

(16) The Contractor shall be responsible for support of conference room audio/visual equipment which consists of conference room projectors, displays, microphones, control units, and personal desktop systems.

(a) The Contractor shall provide engineering, installation, operation, maintenance, configuration, and analysis of current and future systems. (CDRL A002)

(b) The Contractor shall provide recommendations for new installations and equipment upgrade of current configurations. (CDRL A002)

(c) The Contractor shall install, operate, and maintain the associated audio/visual end equipment, switches, customer conference equipment, other miscellaneous associated hardware and software, and cable plant to include MACs.

(d) The Contractor shall provide system administration support to include processing of MAC, database maintenance, documentation, and engineering drawings. Provide audio/visual system support during normal business hours. In addition, support at night, weekends, and/or holiday work or other emergency operations may be required. (CDRL A002)

(e) The Contractor shall provide maintenance of audio/visual equipment in accordance with applicable procedures, priorities, and time frames.

(f) The Contractor shall provide graphics support to the command including layouts for brochures, booklets, handouts, posters, covers, and signs.

1.5.3. Information Assurance:

(1) Information Assurance support services are required to ensure all AEGIS TECHREP

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information systems are secure and compliant with applicable Federal, DOD, and Navy requirements. Contractors performing IA functions must meet certification and security background check requirements as detailed in the DOD Information Assurance Workforce Improvement Program and the Navy Personnel Security Program. The Contractor shall perform tasks such as: Configuring and operating IA and IA-enabled technology according to DOD Information System IA policies and procedures; testing system routines and components; performing comprehensive vulnerability assessments; and developing Certification and Accreditation (C&A) documentation and supporting material. The Contractor shall include IA requirements in all AEGIS TECHREP supported systems initial design efforts throughout implementation and throughout the systems life cycle.

(2) The Contractor shall convert existing C&A documentation and supporting material to the current approved C&A package format. For systems with no existing C&A documentation, the Contractor shall develop all required C&A documentation and supporting materials in the current required format. (CDRL A003)

(3) The Contractor shall verify that each information system at AEGIS TECHREP is in compliance with current C&A requirements. This task involves updating the C&A Packages in the current approved format and developing the documentation addressing the following (CDRL A003):

- Software Design Analysis
- Network Connection Rule Compliance
- Integrity Analysis of Integrated Products
- Life Cycle Management Analysis
- Security Requirements Validation Procedures
- Vulnerability Evaluation

(4) The Contractor shall validate that C&A packages are compliant with current DOD, DON and NAVSEA requirements to obtain Approval to Operate (ATO) for each system. (CDRL A003)

(5) The Contractor shall conduct comprehensive C&A efforts and prepare documentation to deliver to the appropriate Designated Approval Authority (DAA) for C&A determination via the Command IAM.

(6) If required, the contractor shall prepare C&A packages to obtain Interim Authority to Test (IATT), Interim Authority to Operate (IATO) or Platform Information Technology (PIT) designation from the appropriate DAA. The

Contractor shall prepare documentation using the current approved Government formats. (CDRL A003)

(7) The Contractor shall provide products electronically and in hard copy when requested.

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Electronic files shall be produced in Government-acceptable format. (CDRL A003)

(8) The Contractor shall assist the Activity Command Information Officer (ACIO), Information Assurance Manager (IAM), and Information Assurance Officers (IAO) in the documentation, assembly, organization, and timely submission of all information required or requested by auditing authorities, to include the NAVSEA Information Assurance Compliance Audit Self-Assessment in preparation of an AEGIS TECHREP Command Inspection. (CDRL A003)

(9) The Contractor shall monitor and implement C&A process changes.

(10) The Contractor shall ensure that personnel accessing IS have the proper and current IA certification to perform IA functions in accordance with DOD 8570.01-M, Information Assurance Workforce Improvement Program or current applicable policy. The Contractor shall meet the applicable IA certification requirements, including:

(a) DOD-approved IA workforce certifications appropriate for each category and level as listed in the current version of DOD 8570.01-M; and

(b) Appropriate operating system certification for IA technical positions as required by DOD 8570.01-M.

(c) Upon request by the Government, the Contractor shall provide documentation supporting the IA certification status of personnel performing IA functions.

(d) Contractor personnel who do not have proper and current certifications shall be denied access to DOD IS for the purpose of performing IA functions.

(11) The Contractor personnel shall ensure that all Controlled Access Areas are in compliance with Navy and DOD regulations.

1.5.4. TRAIN Web Page Development/External Webmaster Support and TRAIN Applications (tools):

(1) The Contractor shall provide qualified personnel to assist AEGIS TECHREP in developing a unified design and approach for AEGIS TECHREP external (World Wide Web) and secure site hosted at NAVY ENTERPRISE HOSTING SOLUTION. Support shall include developing Hyper Text Markup Language (HTML) pages (using AEGIS TECHREP approved development software to include (but not be limited to): Adobe Cold Fusion 9, Adobe Dreamweaver, Adobe Creative Suite, Microsoft Internet Information Services (IIS), and Microsoft SQL Server, FrontPage, Visual Studio, Photoshop, SharePoint Services 2003 and 2007, SharePoint Designer, and .NET), managing information on AEGIS TECHREP servers to maintain currency and accuracy and establishing hot links to other related organizations. Specifically:

Web sites. The Contractor shall assist AEGIS TECHREP personnel in defining the goals for internal and external sites of AEGIS TECHREP information and work to ensure that those goals are met.

Web Data. The Contractor shall assist AEGIS TECHREP with an internal and external web

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presence and maintain currency of the posted information.

Updating Web Services. The Contractor shall maintain technical data currency with the changing nature of web services in order to provide the best possible interface between AEGIS TECHREP and NAVY ENTERPRISE HOSTING SOLUTION community.

Web Site and Web Application Development. The Contractor shall have skilled technical personnel that shall design, develop, and maintain Web sites and web applications for AEGIS TECHREP as required but not limited to back-up, redundancy, vacation, and sick coverage in the event that a Web developer is unavailable.

Technical Assistance. The Contractor shall provide technical assistance to all AEGIS TECHREP Websites to include (but not limited to): TRAIN, AEGIS TECHREP sections of INAVSEA, and AEGIS TECHREP sections of the Public-facing website.

Technical/ Procedural Compliance. The Contractor shall monitor AEGIS TECHREP's public and secure Web sites for procedural compliance and technical functionality.

Technical Liaison Support. The Contractor shall serve as liaison between AEGIS TECHREP and NAVY ENTERPRISE HOSTING SOLUTION Technical and NAVSEA Support Office Web developers on Web-related issues.

Working Group Support. The Contractor shall provide support to TECHREP for all TRAIN-related Working Groups.

New Technology Training. The Contractor shall maintain an internal training program that ensures development/support staff maintains expertise in current web technologies. The Contractor shall identify or provide training to TECHREP in new web technologies related to TRAIN's current or proposed tools, features, and applications.

New Share Point Support. The Contractor shall assist with the creation of AEGIS TECHREP INAVSEA share point portal to establish and maintain current share point-related Web procedures and shall maintain the AEGIS TECHREP's INAVSEA homepage.

Policy Matters. The Contractor shall provide direct support to AEGIS TECHREP for all Web-related policy and technical matters.

Portal Development. The Contractor shall provide AEGIS TECHREP with design, development, and administration Portal-based solutions.

Application Maintenance. The Contractor shall assist in maintaining Web-based applications.

Training Modules. The Contractor personnel shall develop and maintain training modules for internal training of employees using AEGIS TECHREP developed and COTS tools.

Media Conversion. The Contractor shall perform media conversions as appropriate to maintain media files and content.

Graphic Support. The Contractor shall provide AEGIS TECHREP with graphic design support,

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such as logo design, brochures, and Web graphic design.

(2) TRAIN Applications (Tools) applicable to all account holders and all division heads.

Specifically:

Calendar. The Contractor shall support all members of the community with events scheduling, and also provide distribution of meeting materials, agendas, minutes, and directions.

Acronym Lists. The Contractor shall provide support for a searchable library of definitions made up of abbreviations and acronyms used in the AEGIS community.

Change Requests. The Contractor shall provide configuration management (CM) of all applications developed on TRAIN to provide a means of recording accounts holder requests for changes, "bug fixes," "error reporting," or additions to TRAIN features or functionality. The Contractor shall also support tracking and reporting system performance in the program.

Administrative Zone. The Contractor shall provide tools for control over creation of web areas, additions of content material, and set access level permissions

Request an Account. The Contractor shall provide an automated workflow process for account requests and approvals.

Test Procedure Delivery System (TPDS). The Contractor shall provide workflow process of submission and collaboration during revision process and approval between Government and Industry engineers.

Equipment Test and Evaluation (ET&E). The Contractor shall provide support to enable CM of requirements for element requirement testing used by baseline coordinators and element responsible engineers in tracking and analyzing engineering progress during development.

Comment Management. The Contractor shall provide tools for comment creation, submission, review, adjudication, and archiving for historical comparison. The Contractor shall provide tracking and collaboration for engineers by category, milestones, element function, characterization, and element specification.

Equipment Tracking System. The Contractor shall provide the shipbuilding community with a system to manage all Contractor Furnished Equipment and Government Furnished Equipment under production and development contracts. The Contractor shall provide a full history of documentation on transfer of equipment, allow users to track equipment and piece parts from vendors to the government to the shipyard. The Contractor shall capture all equipment movement from testing, loan out, repair/upgrade, or shipment to end users. The system shall give reports on specific user criteria.

Express Courier. The Contractor shall provide a means of team collaboration, including, but not limited to, sharing of sensitive but not classified information material.

Actions Items. The Contractor shall provide a means of team collaboration and support execution of action items through workflow and sharing of tasking results.

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Test and Evaluation Requirements Management System (TERMS). The Contractor shall provide software support, maintenance and updates for this application in support of TECHREP AWS and ACS System Level testing. The Contractor shall implement changes to TERMS (e.g. addition of a data field, modification or addition to a report format, and baseline specific changes) as directed by the government to ensure TERMS supports the needs of the AEGIS Test Community.

Financial Database (FINDS). The Contractor shall provide support for processing, tracking and reports for command checkbook accountability.

Contact Lists. The Contractor shall maintain phone, email, and organization information for any person with a TRAIN account and allow the user to search for a contact by Name and Organization.

1.5.5. Mission Compliance:

- (1) AEGIS TECHREP requires technical and IA support to ensure all mission areas are in compliance with Navy and DOD regulations such as IT Management, ACIO support, IAM support, IAO support, and secure website support.
- (2) The Contractor shall track, document, and initiate corrective measures and report AEGIS TECHREP compliance with the Clinger-Cohen Act (CCA). (CDRL A001)
- (3) The Contractor shall track, document and prepare reports of all ATO compliance metrics, Annual Security Reviews, Annual Test of Security Controls, and Annual Test of Contingency Plans for all IT systems, networks, and RDT&E labs. ATO compliance shall be reported monthly. These actions shall be coordinated with the AEGIS TECHREP ACIO, IAM, and IAO. (CDRL A001)
- (4) The Contractor shall update AEGIS TECHREP data in the Department of Defense Information Technology Portfolio Repository - Department of Navy (DITPR-DON) registry or current registry as changes occur to any system. The Contractor shall use information from this registry to report quarterly status updates for meeting Federal Information Security Management Act (FISMA) requirements. (CDRL A003)
- (5) The Contractor shall support AEGIS TECHREP in the Cyber Asset Reduction & Security (CARS) – Network Warfare Command (NETWARCOM) initiative by maintaining and reporting metrics on all AEGIS TECHREP networks, servers, systems, applications, and ATO status. (CDRL A001, A003)
- (6) The Contractor shall ensure the currency of information registered on (Department of the Navy Application and Database Management System (DADMS) and provide monthly updates.
- (7) The Contractor shall work with NAVSEA 00I DADMS and CARS points of contacts to provide input to all related data calls. (CDRL A001, A003)

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(8) The Contractor shall assist the Government in the development of the Command IT Budget and shall track costs by category. The Contractor shall assist the ACIO in completing all related data calls.

(9) The Contractor shall update AEGIS TECHREP data in the Online Compliance Reporting System (OCRS) and DISA Direct Order Entry (DDOE) as changes and compliance occur to any system.

(10) The Contractor shall prepare and track IT Approval Request packages for all IT purchases that meet the criteria in the NAVSEA CIO policy memo, subject: NAVSEA Implementation of Information Technology Approval Process, dated 31 Oct 07, or current NAVSEA policy.

(11) The Contractor shall also provide administrative support such as data input, records maintenance, standard reports, mail and file duties, drafting of routine correspondence, financial tracking, scheduling, meeting minutes, inventories, and other administrative functions.

(12) The Contractor is required to have upgraded investigations and training certifications:

(a) DOD Instructions 8570.1, 8571.01-M requires that all Contractors having privileged access to DOD IS obtain the approved certification in accordance with their permission levels.

(b) DOD Instruction 8500.2 requires that all contractors having privileged access to DOD IS possess background investigations at the level of Single Scope Background Investigation (SSBI).

Data Item Number	Data Requirement	Authority	Requiring Office	Frequency	Distribu-tion	Remarks
A001	Reports / Minutes, Record of Meetings	DI-MISC-80508A	AEGIS TECHREP	Per POA&M	COR, NAC	Contractor Format Acceptable with Government Approval, unless otherwise specified, Report shall be submitted via electronic media
A002	Technical Data Package	DI-MISC-80508A	AEGIS TECHREP	Per POA&M	COR, NAC	Contractor Format Acceptable with Government

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						Approval, unless otherwise specified, Report shall be submitted via electronic media
A003	Technical Reports, Studies, Service Data	DI-MISC-80508A	AEGIS TECHREP	Per POA&M	COR, NAC	Contractor Format Acceptable with Government Approval, unless otherwise specified, Report shall be submitted via electronic media
A004	Computer Software Product End Items	DI-MISC-80508A	AEGIS TECHREP	Per POA&M	COR, NAC	Contractor Format Acceptable with Government Approval, unless otherwise specified, Report shall be submitted via electronic media

MANHOOR REPORTING REQUIREMENTS

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the AEGIS TECHREP 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

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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>.

CLAUSES INCORPORATED IN FULL TEXT

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 venture, 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.

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

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO
AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

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

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five (25) calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

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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

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

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

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

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

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

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

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

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(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.

DATA REQUIREMENTS (NAVSEA) (SEP 1992)

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

NON-DISCLOSURE AGREEMENT

The Non-Disclosure Agreement Form (Attachment 10) shall be completed by all Contractor personnel performing on the Task Order and a copy shall be provided to the Contracting Officer's Representative (COR) identified in SECTION G. These forms shall be completed within fifteen (15) days of Task Order Award or from date of hire, whichever is earlier.

Please see Attachment 10.

CEREMONIAL COSTS (NAVSEA) (DEC 2005)

In accordance with FAR 31.205-1(e)(5), ceremonial costs related to keel laying, ship launching, and commissioning will be allowable costs under this contract to the extent provided in the Navy Financial Management Policy Manual (Section 075373, Paragraph 5.), NAVSEA Instruction 7303.3C of 9 January 1998, and SECNAV Instruction 7042.7K of 14 March 2006.

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

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

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

(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and

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ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

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

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

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SECTION D PACKAGING AND MARKING

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

DATA PACKAGING LANGUAGE

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

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

Technical:

Ms. Emmie Huff
AEGIS TECHREP
199 Borton Landing, Bldg 127
Moorestown, NJ 08057

Cost/Monthly Reports/Other:

Ms. Alicia Kennerly
1333 Isaac Hull Ave SE
Washington Navy Yard, DC 20376

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

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SECTION E INSPECTION AND ACCEPTANCE

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

CLAUSES INCORPORATED BY REFERENCE

52.246-3 INSPECTION OF SUPPLIES COST-REIMBURSEMENT MAY 2001
52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4000, 4001, 7000-7301, 6000, and 9000-9300 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	10/29/2014 - 9/30/2015
4002	10/31/2014 - 9/30/2015
6000	10/29/2014 - 9/30/2015
6002	10/31/2014 - 9/30/2015
7000	10/1/2015 - 9/30/2016
7002	10/1/2015 - 9/30/2016
7100	10/1/2016 - 9/30/2017
7102	10/1/2016 - 9/30/2017
7200	10/1/2017 - 9/30/2018
9000	10/1/2015 - 9/30/2016
9100	10/1/2016 - 9/30/2017

CLIN - DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 13 September 2013. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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

4000	10/29/2014 - 9/30/2015
4002	10/31/2014 - 9/30/2015
6000	10/29/2014 - 9/30/2015
6002	10/31/2014 - 9/30/2015
7000	10/1/2015 - 9/30/2016
7002	10/1/2015 - 9/30/2016
7100	10/1/2016 - 9/30/2017
7102	10/1/2016 - 9/30/2017
7200	10/1/2017 - 9/30/2018
9000	10/1/2015 - 9/30/2016
9100	10/1/2016 - 9/30/2017

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

4001	9/13/2014 - 9/12/2015
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7001	9/13/2015 - 9/12/2016
7101	9/13/2016 - 9/12/2017
7201	9/13/2017 - 9/12/2018
9200	9/13/2017 - 9/12/2018

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

7300	9/13/2018 - 9/12/2019
7301	9/13/2018 - 9/12/2019
9300	9/13/2018 - 9/12/2019

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 Exhibit A.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP-WORK ORDER AUG 1989 (ALTERNATE I APR 1984)

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

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

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

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

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

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

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item

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applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

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

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

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

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

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(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

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

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

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

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

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment

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requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher

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

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

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

Not Applicable

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

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	N00024
Admin DoDAAC	N00024
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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(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.

wesley.mellon@navy.mil
 emmie.huff@navy.mil

(g) *WAWF point of contact.*

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

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

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

(End of clause)

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

BUSINESS FINANCIAL MANAGER (BFM)

Naval Sea Systems Command

[REDACTED]
 [REDACTED] 76
 [REDACTED]

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command

[REDACTED] 1
 [REDACTED] 76
 [REDACTED] 76
 [REDACTED]

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command

[REDACTED] 51
 [REDACTED]
 [REDACTED]

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CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command

[REDACTED]

PURCHASE OFFICE REPRESENTATIVE (POR)*

Naval Sea Systems Command

[REDACTED]
E
[REDACTED]
[REDACTED] mil

**Note that the POR is the Contract Specialist*

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

TYPE OF ORDER

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

Accounting Data

SLINID	PR Number	Amount
400001	130045946400001	10500.00
LLA :		
AA 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002562772		
400002	130045946700001	[REDACTED]
LLA :		
AB 1711611 1224 252 SH400 0 050120 2D 000000 A00002562901		
400003	130045946700003	[REDACTED]
LLA :		
AC 1711611 1224 252 SH400 0 050120 2D 000000 A10002562901		
600001	130045946400002	[REDACTED]
LLA :		
AA 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002562772		
600002	130045946700002	[REDACTED]
LLA :		
AB 1711611 1224 252 SH400 0 050120 2D 000000 A00002562901		
600003	130045946700004	[REDACTED]
LLA :		
AC 1711611 1224 252 SH400 0 050120 2D 000000 A10002562901		

BASE Funding [REDACTED]
Cumulative Funding 241000.00

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MOD 01

400201 130045947000001 [REDACTED]
LLA :
AD 97-11X8242 2884 000 74842 0 065916 2D PAT044 406480110LCQ

400202 130045947000003 [REDACTED]
LLA :
AE 97-11X8242 2860 000 74602 0 065916 2D PKSE44 417180140GQC

400203 130045947000005 [REDACTED]
LLA :
AF 97-11X8242 2862 000 74622 0 065916 2D PJAS44 329080270LYJ

600201 130045947000002 [REDACTED]
LLA :
AD 97-11X8242 2884 000 74842 0 065916 2D PAT044 406480110LCQ

600202 130045947000004 [REDACTED]
LLA :
AE 97-11X8242 2860 000 74602 0 065916 2D PKSE44 417180140GQC

600203 130045947000006 [REDACTED]
LLA :
AF 97-11X8242 2862 000 74622 0 065916 2D PJAS44 329080270LYJ

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

400004 130046646700001 [REDACTED]
LLA :
AG 9750400 2520 XWS D68PA A 421AA7 1A B251HQ 000653911304 00040604880C00 044411

400005 130046646700003 [REDACTED]
LLA :
AH 9750400 2520 XWS D68PA A 411AA7 1A B251HQ 000653911604 00040604880C00 044411

400006 130046646700005 [REDACTED]
LLA :
AJ 9750300 2520 PVS P73PA B 431AA7 1A B251HQ 000654024701 00010320000000 044411

400007 130046646700007 [REDACTED]
LLA :
AK 9750400 2520 XCS D09PA W 241AW7 1A B251HQ 000654101004 00040603892C00 044411

400008 130046646700008 [REDACTED]
LLA :
AL 9750400 2520 XCS D09PA W 251AW7 1A B251HQ 000654100504 00040603892C00 044411

400009 130046646700009 [REDACTED]
LLA :
AM 9750400 2520 XCS D09PA W 261AW7 1A B251HQ 000654100904 00040603892C00 044411

400010 130046646700010 [REDACTED]
LLA :
AN 9750400 2520 XCS X09PA W 281W71 AB 251HQ0 006541011040 0040603892C00 044411

400011 130046646700011 [REDACTED]
LLA :
AP 9750400 2520 15B M2520 4 060389 1C 00255Y MD5D27PA0P01 56520000 S12109

400012 130046646700013 [REDACTED]
LLA :
AQ 9750400 2520 15B M2520 4 060389 1C 00255Y MD5D27PA0P01 54520000 S12109

600004 130046646700002 [REDACTED]
LLA :
AG 9750400 2520 XWS D68PA A 421AA7 1A B251HQ 000653911304 00040604880C00 044411

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600005 130046646700004 [REDACTED]
 LLA :
 AH 9750400 2520 XWS D68PA A 411AA7 1A B251HQ 000653911604 00040604880C00 044411

600006 130046646700006 [REDACTED]
 LLA :
 AJ 9750300 2520 PVS P73PA B 431AA7 1A B251HQ 000654024701 00010320000000 044411

600011 130046646700012 [REDACTED]
 LLA :
 AP 9750400 2520 15B M2520 4 060389 1C 00255Y MD5D27PA0P01 56520000 S12109

600012 130046646700014 [REDACTED]
 LLA :
 AQ 9750400 2520 15B M2520 4 060389 1C 00255Y MD5D27PA0P01 54520000 S12109

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED] 00

MOD 03 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 04

400001 130045946400003 [REDACTED]
 LLA :
 AA 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002562772

400013 130045946400004 [REDACTED]
 LLA :
 AR 1751804 8D3D 252 WS010 0 050120 2D 000000 A10002562772

400014 130047815900001 [REDACTED]
 LLA :
 AS 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002726135

400015 130047815900003 [REDACTED]
 LLA :
 AT 1751319 A5XB 252 WS010 0 050120 2D 000000 A10002726135

400016 130047815900005 [REDACTED]
 LLA :
 AU 1751319 A5BJ 252 WS020 0 050120 2D 000000 A20002726135

400017 130045946700005 [REDACTED]
 LLA :
 AV 1731611 1224 252 SH400 0 050120 2D 000000 A20002562901

400018 130047847600001 [REDACTED]
 LLA :
 AW 1751810 81DM 252 VU021 0 050120 2D 000000 A00002728171

400019 130045946700007 [REDACTED]
 LLA :
 AX 1711611 1224 252 SH400 0 050120 2D 000000 A30002562901

400020 130045946700009 [REDACTED]
 LLA :
 AY 1731611 1224 252 SH400 0 050120 2D 000000 A40002562901

600013 130045946400005 [REDACTED]
 LLA :
 AR 1751804 8D3D 252 WS010 0 050120 2D 000000 A10002562772

600014 130047815900002 [REDACTED]
 LLA :
 AS 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002726135

600015 130047815900004 [REDACTED]
 LLA :
 AT 1751319 A5XB 252 WS010 0 050120 2D 000000 A10002726135

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600016 130047815900006
LLA :
AU 1751319 A5BJ 252 WS020 0 050120 2D 000000 A20002726135

600017 130045946700006
LLA :
AV 1731611 1224 252 SH400 0 050120 2D 000000 A20002562901

600018 130047847600002
LLA :
AW 1751810 81DM 252 VU021 0 050120 2D 000000 A00002728171

600019 130045946700008
LLA :
AX 1711611 1224 252 SH400 0 050120 2D 000000 A30002562901

600020 130045946700010
LLA :
AY 1731611 1224 252 SH400 0 050120 2D 000000 A40002562901

MOD 04 Funding
Cumulative Fund .00

MOD 05

400001 130045946400006
LLA :
AA 1751804 8B2B 252 WS010 0 050120 2D 000000 A00002562772

400014 130047815900007
LLA :
AS 1751319 A5XB 252 WS010 0 050120 2D 000000 A00002726135

400021 130047815900008
LLA :
AZ 1751319 A5XB 252 WS010 0 050120 2D 000000 A10002726135

MOD 05 Funding
Cumulative Fund

MOD 06

400003 130045946700011
LLA :
AC 1711611 1224 252 SH400 0 050120 2D 000000 A10002562901

400204 130045947000007
LLA :
BA 97-11X8242 2819 000 74192 0 065916 2D PNOX44 222180150GDZ

400205 130045947000008
LLA :
BB 97-11X8242 2815 000 74152 0 065916 2D PSPF44 223682040LGB

700001 130045946700012
LLA :
BC 1751611 1224 252 SH400 0 050120 2D 000000 A50002562901

900001 130045946700013
LLA :
BC 1751611 1224 252 SH400 0 050120 2D 000000 A50002562901

MOD 06 Funding
Cumulative Fund

MOD 07

700008

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LLA :
BG 1701811 1224 251 X3 WMW 0 068342 2D 000000 20010 900 1D1G
Standard Number: N0002416MR44002
1,270,000.00

900008 [REDACTED]
LLA :
BG 1701811 1224 251 X3 WMW 0 068342 2D 000000 20010 900 1D1G
Standard Number: N0002416MR44002
\$20,000.00

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED] 00

MOD 08

700201 130045947000012 [REDACTED]
LLA :
BD 97-11X8242 2862 000 74622 0 065916 2D PJA44 528080140FJW

700202 130045947000010 [REDACTED]
LLA :
AE 97-11X8242 2860 000 74602 0 065916 2D PKSE44 417180140GQC

700203 130045947000009 [REDACTED]
LLA :
AD 97-11X8242 2884 000 74842 0 065916 2D PAT044 406480110LCQ

700204 130045947000013 [REDACTED]
LLA :
BE 97-11X8242 2815 000 74152 0 065916 2D PSPF44 530980210LFG

700205 130045947000014 [REDACTED]
LLA :
BF 97-11X8242 2815 000 74152 0 065916 2D PSPF44 213080040LFZ

700206 130045947000011 [REDACTED]
LLA :
BA 97-11X8242 2819 000 74192 0 065916 2D PNOX44 222180150GDZ

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED] .00

MOD 09

700002 130046646700015 [REDACTED]
LLA :
BH 9760400 2520 XCS D09PA W C241W7 1A B255HQ 014764849604 00040603892C00 044411

700003 130046646700010 [REDACTED]
LLA :
BJ 9760400 2520 XCS X09PA W 283W71 AB 253HQ0 147649886040 0040603892C00 044411

700004 130046646700017 [REDACTED]
LLA :
BK 9760400 2520 XCS D09PA W C261W7 1A B251HQ 014764850304 00040603892C00 044411

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

700005 130047815900009 [REDACTED]
LLA :
BL 1751319 A5XB 251 WS010 0 050120 2D 000000 A30002726135

710001 130045947000015 [REDACTED]
LLA :
BM 97-11X8242 2884 000 74842 0 065916 2D PATJ44 535580540GSU

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910001 130045947000016 [REDACTED] 00
 LLA :
 BM 97-11X8242 2884 000 74842 0 065916 2D PATJ44 535580540GSU

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED].00

MOD 11

710002 130045947000017 [REDACTED]
 LLA :
 BN 97-11X8242 2862 000 74622 0 065916 2D PJA44 529580180FRD

710201 [REDACTED]
 LLA :
 BP SEE ATTACHED FAD SHEET

910002 130045947000018 [REDACTED]
 LLA :
 BN 97-11X8242 2862 000 74622 0 065916 2D PJA44 529580180FRD

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]00

MOD 12

710003 130045947000019 [REDACTED]
 LLA :
 BQ 97-11X8242 2819 000 74192 0 065916 2D PNOX44 701080020GEA

710004 130045947000020 [REDACTED]
 LLA :
 BR 97-11X8242 2815 000 74152 0 065916 2D PSPA44 701180010GOL

710005 130045947000021 [REDACTED]
 LLA :
 BS 97-11X8242 2884 000 74842 0 065916 2D PATJ44 702080010GSU

710006 130045947000022 [REDACTED]
 LLA :
 BT 97-11X8242 2860 000 74602 0 065916 2D PKSE44 634080020LQI

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

710202 130046646700019 [REDACTED]
 LLA :
 BU 9770400 2520 XCS D09PA W C271W7 1A B251HQ 014775524204 00040603892C00 044411

MOD 13 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14

710201 N0002417MR41397 [REDACTED]
 LLA :
 BP 17 0 1811 1224 251 X3 WMW 0 068342 2D 000000 20010 900 201B
 See attached Financial Accounting Data (FAD) Sheet

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]0

MOD 15

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710202 130046646700021 [REDACTED]
LLA :
BU 9770400 2520 XCS D09PA W C271W7 1A B251HQ 014775524204 00040603892C00 044411

710203 130046646700020 [REDACTED]
LLA :
BX 9770400 2520 XCS D09PA W C261W7 1A B251HQ 014775524004 00040603892C00 044411

720001 130046646700022 [REDACTED]
LLA :
BV 9770400 2520 XCS D09PA W C271W7 1A B251HQ 014775524204 00040603892C00 044411

720002 130046646700023 [REDACTED]
LLA :
BW 9770400 2520 XCS D09PA W C241W7 1A B251HQ 014775537204 00040603892C00 044411

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

CPFF/CPIF/ODC			
ITEM	ALLOTTED TO COST	ALLOTTED TO FEE	EST. POP THROUGH
4000	[REDACTED]	[REDACTED]	
4002	[REDACTED]	[REDACTED]	
6000	[REDACTED]	0.00	
6002	[REDACTED]	0.00	
7000	[REDACTED]	[REDACTED]	
7200	[REDACTED]	11,800.66	
9000	[REDACTED]	0.00	
9100	[REDACTED]	0.00	

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

(c) CLINs/SLINs 7002, 7100, 7102 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT - ALTERNATE I (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in SECTIONS B and C of this contract. The total level of effort for the performance of this contract shall be 222,050 total man-hours of direct labor (including options, excluding surge), including subcontractor direct labor for those subcontractors specifically

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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 **4,320** 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 **853** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be

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obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.245-9109 GOVERNEMENT FURNISHED EQUIPMENT (INCORPORATION) (SEP 1990)

COMPANY	EQUIPMENT	MODEL NO.	SERIAL NO.	TAG No.
FTI	DELL 1950 SERVER	702100F001371	S/N DVCBKH1	TR-2245
FTI	DELL 2950 SERVER	599900F004031	S/N 2T0XKH1	TR-2247
FTI	DELL 2950 SERVER	599900F004031	S/N 4T0XKH1	TR-2248

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST
 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
 (SEP 2007)
 FAR 52.216-8 FIXED FEE (JUN 2011)
 FAR 52.232-20 LIMITATION OF COST (APR 1984)
 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
 FAR 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

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

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

CLAUSES INCORPORATED BY FULL TEXT

52.216-10 INCENTIVE FEE (JUN 2011)

(Applicable to CPIF CLIN 4000, if options exercised CLIN 4001, 7000 and 7100 and if award term option awarded and exercised CLINS 7200,7201, 7300 and 7301)

- (a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.
- (c) *Withholding of payment.*
- (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

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

(e) Fee payable.

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

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

(i) Payments made under assignments; or

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

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

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

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

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

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

(iv) The purchase and maintenance of additional insurance not in the target cost and required by

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the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

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

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

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

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

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

(End of clause)

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (SEP 2009)**

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

Item	Latest Option Exercise Date
4001	09/01/2017
7001	09/12/2017
7101	09/12/2017
7201	09/12/2018
9200	09/12/2018

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

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

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work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

(End of clause)

52.219-14 Limitations on Subcontracting (Nov 2011)

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

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

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(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

(End of clause)

FAR 52.244-2 -- SUBCONTRACTS (JUNE 2007)

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

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

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

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

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only

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if required in accordance with paragraph (c) or (d) of this clause.

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED IN PARAGRAPH (J). FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER'S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

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

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

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

BAE Systems

Pugh Associates

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Award Term Plan

Attachment 2 - Non Disclosure

Attachment 3 - Org Chart

Attachment 4 - DD254

Attachment 5 - FAD sheet for modification N00178-04-D-4051 EH0107

Attachment 6 - FAD sheet for modification N00178-04-D-4051 EH0111

Attachment 7 - FAD Sheet for modification N00178-04-D-4051 EH0114

Exhibit A - CDRLs