

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 2

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 07-Nov-2016	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S3915A

Naval Sea Systems Command (NAVSEA)
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DCMA SURFACE COMMUNICATION AND
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700 ROBBINS AVENUE, BLDG. 4-A, P.O.
BOX 11427
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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group, LLC 1 Crescent Drive, Suite 400 Philadelphia PA 19112-1015	[X]	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078-EH03
		10B. DATED (SEE ITEM 13) 27-Aug-2013
CAGE CODE OPT02	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Maria E Gomez, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Maria E Gomez (Signature of Contracting Officer)	07-Nov-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to update Section G to reflect the new Procuring Contracting Officer and Contract Specialist contact information. Accordingly, said Task Order is modified as follows:

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
 Attn: Joann Vitek, SEA 0265
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: (410) 570-2942
 e-mail: joann.vitek@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)*

Naval Sea Systems Command
 Attn: Linda Payton
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: (202) 781-2958
 e-mail: linda.payton@navy.mil

**Note that the POR is the Contract Specialist*

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 [REDACTED] by [REDACTED] to [REDACTED]

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

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	CNRMC, ST1 Support and Multi-Ship, Multi-Option (MSMO) Support. (Note A and D) (Fund Type - TBD)		LH			
400001	R425	Incremental Funding for Labor (O&MN,N)					
400002	R425	Incremental Funding for CLIN 4000 (O&MN,N)					
400003	R425	Incremental Funding for CLIN 4000 (O&MN,N)					
400004	R425	Incremental Funding for CLIN 4000 (O&MN,N)					
400005	R425	Incremental Funding for CLIN 4000 (O&MN,N)					
400006	R425	Incremental Funding for CLIN 4000 (O&MN,N)					

For Cost Type / NSP Items

4001		Contract Data Requirements List (CDRLs) (Not Separately Priced)					LO
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Other Direct Cost's in Support of CLIN 4000 (Note C) (O&MN,N)		LO	
600001	R425	Incremental Funding for CLIN 6000 (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	CNRMC, ST1 Support and Multi-Ship, Multi-Option (MSMO) Support. (Note A, B and D) (O&MN,N)		LH			
700001	R425	Incremental Funding for CLIN 7000 (O&MN,N)					
700002	R425	Incremental Funding for CLIN 7000 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700003	R425	Incremental Funding for CLIN 7000 (O&MN,N)					
700004	R425	Incremental Funding for CLIN 7000 (O&MN,N)					
700005	R425	Incremental Funding for CLIN 7000 (O&MN,N)					
700006	R425	Incremental Funding for CLIN 7000 (O&MN,N)					
7100	R425	CNRMC, ST1 Support and Multi-Ship, Multi-Option (MSMO) Support. (Note A, B and D) (Fund Type - TBD)	██████	LH	██████████	██████████	██████████
710001	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
710002	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
710003	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
710004	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
710005	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
710006	R425	Incremental Funding for CLIN 7100 (O&MN,N)					
7200	R425	CNRMC, ST 1 Support and Multi-Ship, Multi-Option (MSMO) Support. (Note A and D) (Fund Type - TBD) (Fund Type - TBD)	██████	LH	██████████	██████████	██████████
720001	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					
720002	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					
720003	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					
720004	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					
720005	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					
720006	R425	LOE Extension: CNRMC/ST1 Support Services - Labor (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs in support of CLIN 7000 (Note B and C) (O&MN,N)	█	LO	█
900001	R425	Other Direct Costs in support of CLIN 7000 (Note B and C) (O&MN,N)			
900002	R425	Other Direct Costs in support of CLIN 7000 (Note B and C) (O&MN,N)			
900003	R425	Other Direct Costs in support of CLIN 7000 (Note B and C) (O&MN,N)			
900004	R425	Other Direct Costs in support of CLIN 7000 (Note B and C) (O&MN,N)			
9100	R425	Other Direct Costs in Support of CLIN's 7100 (Note B and C) (Fund Type - TBD)	█	LO	█
910001	R425	Incremental Funding for ODC CLIN 9100 (O&MN,N)			
910002	R425	Incremental Funding for ODC CLIN 9100 (O&MN,N)			
9200	R425	LOE Extension: CNRMC/ST1 Support Services - ODC (Fund Type - TBD)	█	LO	█
920001	R425	Other Direct Costs to Support CLIN 7200 (LOE Extension) (O&MN,N)			
920002	R425	LOE Extension: CNRMC/ST1 Support Services - ODC (O&MN,N)			
920003	R425	LOE Extension: CNRMC/ST1 Support Services - ODC (O&MN,N)			
920004	R425	LOE Extension: CNRMC/ST1 Support Services - ODC (O&MN,N)			

NOTES:

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the task order structure that will be awarded to each successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: OPTION

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

NOTE C: ODC

The Government estimates ODCs inclusive of travel costs for this Task Order to be no more than █ per year (exclusive of G&A). This estimate must be included in Section B of the offer for each ODC CLIN, however, Offerors may apply any applicable burdens on top of the estimated amount. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

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

Cost and Fee amounts for Fixed Fee CLINs can be found in the table below. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost

less COM (if applicable):

<u>CLIN</u>	<u>Contract Type</u>	<u>Qty (Hrs)</u>	<u>Hourly Rates</u>		<u>Totals</u>	
			<u>Avg Hourly Rate (Rate)</u>	<u>Fixed Fee/ Hour (FF)</u>	<u>Fixed Fee (Hrs * FF)</u>	<u>Estimated Cost (Hrs * Rate)</u>
4000	CPFF	██████	██████	██████	██████	██████
7000	CPFF	██████	██████	██████	██████	██████
7100	CPFF	██████	██████	██████	██████	██████

(i) The proposed fixed fee shall not exceed ██████

CLAUSES INCORPORATED IN FULL TEXT

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 ██████ or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (APPLICABLE TO LABOR CLINs 4000, 7000, and 7100)

(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

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payments shall be equal to [REDACTED] percent ([REDACTED] of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLINs 6000, 9000, and 9100)

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

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This contract is for the procurement of professional support services for the Deputy Commander for Surface Warfare, SEA 21, Naval Sea Systems Command. Under this solicitation, the Navy requires Fleet Readiness support for the Regional Maintenance Centers (RMCs) and Surface Team One.

The Commander, Navy Regional Maintenance Command (CNRMC) is an Echelon III NAVSEA command whose mission entails enhancing the efficacy of surface ship maintenance and modernization efforts to ensure maximum combat capability and provide a path to allow those ships reach expected service life. CNRMC's charter is to oversee the RMCs, the execution of private sector, depot-level maintenance and modernization, technical and engineering assistance, contract management services, and readiness assessments on Navy surface ships.

A key component of CNRMC's effort is improvements with coordination between surface ship maintainers and operators. CNRMC is developing conduits for communication and collaboration that will, in turn, build trust and improve confidence in those ever-evolving relationships. The improved communication and collaboration, along with continuous oversight, management and advocacy for the RMCs, will assist in overcoming many of the existing challenges with waterfront maintenance.

Just as the Navy shipyards operate with a "One Shipyard" concept, CNRMC is developing a similar approach for the RMCs. CNRMC is standardizing policy and processes across the RMCs to facilitate sharing of best practices, improved contractor oversight, consistency in work performance, and higher standards of quality. With consistent policies and procedures in place, CNRMC will be able to more effectively deploy fully qualified Sailors and civilians to any RMC location to meet surge industrial requirements as a result of operational or fiscal necessity. The workforce will arrive on station ready to work with a minimum of disruption to work schedules.

Outline of Tasks:

Task 1: Commander, Navy Regional Maintenance Command (CNRMC) Support

Subtask 1: Program Management Support

Subtask 2: Contracts Governance and Policy Support

Subtask 3: Budget/Finance Support

Subtask 4: Administrative Support

Subtask 5: Operations Support

Task 2: Surface Team One (ST1) Support

Task 1: Commander, Navy Regional Maintenance Centers (CNRMC) Support

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SEA 21, in its role as In-Service Fleet Support Directorate, is responsible for planning and executing programmed modernization and for coordinating Class maintenance planning and execution sufficient to ensure the continued readiness of surface ship assets.

Commander Navy Regional Maintenance Command (CNRMC) oversees the operations and management of the Regional Maintenance Centers (RMCs) in the execution of private sector depot level repair and modernization, technical and engineering assistance, I-Level production and training, contract management services and readiness assessments on naval vessels.

CNRMC also leads the RMCs in developing and executing standardized maintenance processes and common policy to sustain a consistent business model across the RMCs and ultimately provide cost-effective readiness solutions to the warfighter.

SEA 21, in coordination with CNRMC, requires technical, administrative, and programmatic services toward these complementary fleet readiness efforts and in support of each command's mission and vision. This task entails consolidating and streamlining like processes under one support organization to the fullest extent possible.

Subtask 1: Program Management Support

Under the Program Management Support Task, the contractor will provide program management support for CNRMC Department Heads (DH). CNRMC DHs provide policy, guidance and operating procedures for all RMC organizations and their operations. The contractor's efforts will support the Department Heads efforts to ensure efficiencies and effectiveness across the RMCs pertaining to Engineering, RMC Enterprise Operations, and Process Improvement. The contractor's efforts will support CNRMC DH with in depth knowledge and expertise of higher headquarter policies including but not limited to Joint Force Maintenance Manual (JFMM) and I Level instructions to support DHs to develop, implement and apply Navy Maintenance best business practices, processes and policies to support Navy RMCs.

Under this task, the contractor shall:

1.1 Provide in-depth knowledge on the Joint Forces Maintenance Manual (JFMM), as well as a comprehensive understanding of Maintenance and Modernization Business Plan processes and the critical elements of Quality, including: Policy and Instructions; Organization; Training; Qualifications; Resources; and Audits and Assessments.

1.2 Conduct comprehensive reviews of current OPNAV, Fleet, and local instructions associated with conventional surface ships quality standards and procedures for availability maintenance and equipment initial installation. The Contractor will consolidate the findings of this review into a report and, based on this report, recommend a comprehensive quality strategy for conventional surface ship maintenance to the CNRMC Functional Task.

1.3 Support DH in conducting comprehensive review of current RMC organizational codes associated with conventional surface ships procedures for availability maintenance and equipment initial installation:

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Review the RMC organizational codes across all RMC's for Quality support

- Review the RMC organizational codes across all RMC's for Quality support
- Review the source documentation associated with the RMC codes i.e. the JFMM
- Review the organizational codes of typical industry partners for Quality support

1.4 Develop training criteria and provide training to RMC personnel on subjects including, but not limited to: :

- Integrated Project Team Development (IPTD) training,
- Pre-availability training,
- Maintenance University (MU) training for the maintenance team,
- Shipbuilding Specialist (SBS) training,
- Project Engineer training,
- Port Engineer training,
- Chief Test Engineer training, and
- Quality Assurance training

1.5 Provide subject matter experts (SMEs) who cumulatively possess in-depth knowledge of the Fleet Maintenance Activity Assessment (FMAA) and the JFMM. These SMEs will support CNRMC and surface ship maintenance initiatives including, but not limited to: Surface Maintenance Engineering Planning Program (SURFMEPP), Surface Ship Readiness Initiative (SSRI), Total Ship Readiness Assessment (TSRA), and availability closeout and certification to support all Navy directives associated with conventional Surface ship maintenance.

1.6 Facilitate and support the creation of a Global Strategic Plan (GSP), under which engineering discipline and technical rigor drives decision-making, so that CNRMC delivers quality products and defines performance expectations for well-executed ship availabilities. This Global Strategic Plan will have the following elements:

- a. An Annual Budget Planning Process that is consistent across RMCs that supports the Navy Planning Programming Budgeting System process and respects Pacific/Atlantic Area Of Responsibilities (AOR) Title 10 boundaries;
- b. A Human Capital Management Process that includes a periodic analysis of workforce and workload of all Codes that promotes a "loan & borrow" system and that addresses current I-Level issues;
- c. A Surface Ship Readiness Initiative and the implementation of the pilot processes;

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- d. A Strategic Communication Plan that shares the leadership's goals and objectives with stakeholders and promotes RMC improvements;
- f. A Performance Measurement Plan that identifies key metrics that the CNRMC will use to measure and adjust processes for improvement;
- g. An Industry Relations Section to facilitate better communication and relationships between the government and industry;
- h. A Contract Governance Section to provide government leadership with consistent method of maintaining accountability of the contracts governance process;
- i. An Availability Execution Performance Guide that will standardize policy, procedures, and processes across the RMCs;
- j. A Maintenance Data System Improvement Plan to initiate a common IT system across RMCs; and
- k. A Policy Review Plan that serves as a thorough review of maintenance policy documents.

The following list of deliverables is representative of the work product that contractors will produce under this task:

- 1.a. Prepare and provide CNRMC comprehensive reports and briefs on CNRMC Functional Tasks responsible for improvement to policies, procedures, guidance and source documentation, and general business operations for all Navy Regional Maintenance Centers.
- 1.b. Develop and provide recommended metrics to measure effectiveness of quality improvements to support CNRMC implementation of standardized maintenance processes and a common policy to sustain a consistent business model across all RMCs.
- 1.c. Utilizing JFMM, develop and provide training criteria and curriculum to assure implementation and improvement of quality training requirements for all RMCs.
- 1.d. Prepare and deliver monthly status reports.

Subtask 2: Contracts Governance and Policy Support

CNRMC is responsible for overseeing, managing, and implementing contract policy and strategy throughout the Fleet Maintenance Enterprise in accordance with goals and strategies established in Navy Policy Manuals i.e. ASN Policy, the Joint Fleet Maintenance Manual (JFMM), NAVSEA02 Policy, Defense Financial Acquisition Regulations (DFAR), and CNRMC policies and business models. CNRMC Contract Governance and Policy Department is accountable to Fleet Maintenance Board of Directors (FM-BOD) for compliance and consistency in contracts policy for all RMCs.

Under this task, the contractor shall:

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2.1 Support the execution of availability management that is compliant with the Defense Contract regulations, including the DFARS and NAVSEA 02 policies, as CNRMC standardizes Contract Governance across all of the RMCs.

2.2 Provide expertise and support on the JFMM to support implementation of its principles, guidance, and regulations for ship maintenance processes and policies.

2.3 Provide technical support on RMC contract process flow, to include, but not be limited to: Maintenance Work Packages, Work Package Publishing, Technical Analysis Reports/Independent Government Estimates (TAR/IGE), application of financials, contract definitizations, and contract awards.

The following list of deliverables is representative of the work product that contractors will produce under this task:

2.a. Prepare draft reports and briefs on CNRMC Contract Governance and Policy Function Tasks and initiatives. Assist in documentation of policies, procedures, and guidance to support standardizing policy, contract portfolios and business models for RMC Contract offices (Code 400).

2.b. Contractor shall assist the RMC Enterprise Contracts offices (Code 400), as necessary, in CNO Availability Work Package development, TAR/IGE support, and cost analysis of RMC Multi-Ship Multi-Option (MSMO) contracts.

2.c. Contractor shall prepare minutes and assist in coordination of meetings, as required, in support of CNRMC Contracts Governance and Policy Function Tasks.

2.d. Prepare and deliver monthly status reports.

Subtask 3: Budget/Financial Support:

CNRMC is responsible for oversight of the RMC's mission of ship availability planning and execution. CNRMC Budget/Financial Division is accountable for all of the Planning/Scheduling, cost information, workload recommendations, specifications and estimates for all CNO sponsored availabilities. CNRMC is responsible in preparation of workload forecasting to support the Baseline Assessment Memorandum (BAM) to oversee overall financial management policy, submissions, reporting, and forecasting for financial resource projections and execution.

Under this task, the contractor shall:

3.1 Contractor shall support financial data call/reports from NAVSEA and Fleet leadership that impact the RMC Enterprise.

3.2 Contractor shall conduct workload forecasting and cost analysis on RMC products and functions (i.e. TSRA) to support budgetary increases/decreases across the RMC Enterprise.

3.3 Contractor shall assist CNRMC in monitoring, minimizing risks in, and prioritize output of

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financial execution of RMC mission workload, as well as reimbursable workload.

The following list of deliverables is representative of the work product that contractors will produce under this task:

3.a. Prepare and provide CNRMC comprehensive reports and briefs on CNRMC Budget/Execution Functional Tasks, when necessary, to support the CNRMC Business Financial Division initiatives to standardize overall financial management policies across the RMC Enterprise.

3.b. Prepare and provide workload reports to support Budgetary and Execution requirements for the RMC Enterprise.

3.c. Prepare and deliver monthly status reports.

Subtask 4: Administrative Support:

CNRMC is the leader of the RMC enterprise. It is the voice for the Regional Maintenance Centers, the advocate for surface ship maintenance, and the liaison with senior Navy and Industry leaders on these matters. It must communicate effectively and present an organizational image commensurate with a Flag-level Command.

Under this task, the contractor shall:

4.1 Contractor shall provide administrative and communications support to all CNRMC staff members. Such support will include, but is not limited to: monitoring and directing telephone and email traffic on behalf of senior staff members; drafting, reviewing, and correcting office correspondence; and monitoring and routing office correspondence. Note, examples of correcting written material might include a “hand-marked letter” that requires interpretation of corrections and electronic editing. Further, the Contractor shall provide draft correspondence for senior CNRMC members.

4.2 Contractor shall assist with coordination of flag and staff meetings and functional tasks including but not limited to preparing the staff for the conduct of official meetings, gathering and distributing material in support of meetings, review and editing of meeting materials for correctness and quality, and assisting CNRMC personnel in the conduct of such meetings. Contractor travel may be required to support such meetings. On average, one of the senior support personnel supporting this subtask will be on travel for one week of every month.

4.3 Contractor will provide administrative functions, as required, to support CNRMC, including, but not limited to: scheduling, preparation and support of briefs, preparing meeting minutes, and providing general support of all CNRMC functional tasks.

4.4 Contractor will assist staff members with routine administrative support including, but not limited to: arranging travel accommodations for staff members; planning and scheduling local and remote location meetings for staff members.

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4.5 Contractor will provide general administrative support necessary for the effective and efficient management and operations of the CNRMC office and its personnel. This may include but is not limited to the implementation of task assignment systems and office calendars (example SharePoint), storage/documentation/retrieval of office records, and liaison with IT personnel to correct outages of IT systems among or directly impacting members of the staff.

The following list of deliverables is representative of the work product that contractors will produce under this task:

4.a. Prepare and provide briefs and reports in support of CNRMC meetings and documentation of CNRMC actions.

4.b. Prepare and submit meeting minutes in support of all CNRMC mission supported meetings.

4.c. Prepare and deliver monthly status reports.

Subtask 5: Operations Support

CNRMC is responsible for the strategic and tactical oversight and direction of RMC operations in support of ship maintenance planning; technical and cost review of maintenance requirements; adherence to maintenance milestones; and adherence to schedule, cost, and quality in the performance of those maintenance requirements by I-level maintenance activities (RMC organic) and private sector contractors contracted by the RMCs. CNRMC requires technical and administrative support in the collecting, collating, display, analysis, interpretation, and actions associated with such operational oversight.

NOTE: This task will require the awardee or its subcontractors to develop Independent Government Estimates, "Should Costs," or Technical Assessment Reports associated with other contracted efforts or future contracted efforts. Since the awardee and any subcontractors under this Task Order will be subject to the terms and conditions of the Organizational Conflict of Interest (OCI) clause, neither the awardee, its subcontractors, nor any affiliate of the prime or a subcontractor may participate in these other contracted or future contracted efforts. Among other OCI issues, participation in any of these efforts would call into question the impartiality of the advice the awardee provides to the Government under this order, creating an impaired objectivity OCI, for which there are few, if any, successful mitigation strategies.

Under this task, the contractor shall:

5.1 Gather operational metrics, display same, and provide reports and analysis for CNRMC leadership to take corrective action in the oversight of ship maintenance operations. To accomplish tasking, the contractor will be required to obtain necessary access to applicable maintenance data systems including, but not limited to: Navy Maintenance Database (NMD), Navy Data Environment (NDE), Master Specification Catalog (MSC), and Integrated Class Maintenance Plan (ICMP).

5.2 Conduct and provided reports detailing data analysis of historical cost information and

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engineering estimates of cost for maintenance applicable in the performance of specific maintenance work items on Navy ships. These reports will be used to evaluate general trends in cost to perform maintenance, monitor deviation in cost trends, and provide recommendations to CNRMC leadership to establish standards of expected or “Should Cost” against which the Navy can assess budgets and cost differences in the performance of work among the RMC maintenance providers holding MSMO contracts. To accomplish this tasking, the contractor may be required to obtain appropriate non-disclosure agreements from maintenance providers (case-by-case) in order access proprietary cost information. Under most situations, the contractors’ ability to obtain “full” access to NMD and NMD “primary source” documents such as work specifications for ship repair availabilities in private yards will suffice for this requirement.

5.3 Review select maintenance requirements (4-E format) for technical content, adherence to maintenance standards (MSC), and quality of specifications relative to effectively detailing the work to be performed. To accomplish this tasking, the contractor may be required to obtain appropriate non-disclosure agreements from maintenance providers (case-by-case) in order access proprietary technical information. Under most situations, contractors’ ability to obtain access to NMD will suffice for this requirement.

5.4 Gather ship maintenance progress reports, metrics and performance data; collate and display same; and provide draft reports and analysis for CNRMC leadership to take corrective action in the oversight of ship maintenance execution.

The following list of deliverables is representative of the work-product the contractors will produce under this task:

5.a. Prepare standard reports related to the planning, integration, execution, and close-out of ship maintenance operations.

5.b. In support of tasking detailed above, provide draft lessons learned reports for CNRMC to use in implementation of future maintenance actions and analysis of maintenance trends (cost, schedule, and quality) related to maintenance operations across the RMC Enterprise.

Task 2: Surface Team One (ST1) Support

The purpose of ST1 is to define, champion, and improve cross-organizational processes in order to address the challenges of meeting expected service life as well as current readiness. ST1 provides a structure for the management and long-term systematic improvement of quality, schedule, and cost performance. Means and measures for improvement will reflect the considerations of all affected parties including, but not limited to, Ship’s Force, Type Commanders, Regional Maintenance Command, NAVSEA, and SPAWAR. The focus of ST1 is to integrate the efforts of contributing organizations into an effective total process and to allow the leadership to direct and manage the process reengineering and overall improvement efforts for Surface Ship Maintenance and Modernization.

Under this task, the contractor shall:

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5.1. Provide technical, administrative, and programmatic services in support of two complimentary efforts aimed at improving Surface Ship readiness: Surface Team One (ST-1) and the Life Cycle Management Group. These services will be similar in scope to the services provided to CNRMC under Task 1 Subtasks 1, 4, and 5 of this task order.

6.1.a. Provide facilitation support for ST-1 and the Life Cycle Management Group specifically:

6.2.a. Provide support to the Deputy Commander for Surface Warfare Naval Sea Systems Command (SEA 21), Commander Naval Surface Forces Atlantic, and Commander Navy Regional Maintenance Command, in developing a draft comprehensive assessment of capabilities, implementing readiness improvements through structured strategic planning, and improving situational awareness through a series of periodic meetings.

6.2.b. Assist in reporting on ST1-related activity by developing draft briefs and informational reports for the Surface Team One Executive Steering Committee Co-chairs, who will provide collective task guidance and direction, including: Type Commanders, CNSF N43, SEA 21B, and Commander, Naval Regional Maintenance Command.

Assist in reporting on LCMG-related activity by developing draft briefs and informational reports for the SEA 21 Fleet Readiness Director (SEA 21A), who will provide task guidance and direction.

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CLAUSES INCORPORATED IN FULL TEXT

DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, Exhibit A, attached hereto.

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).

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

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

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

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

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

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

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Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition 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

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notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 2) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative (identified in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

HQ C-1-0001 ITEM(S) DATA REQUIREMENTS (NAVSEA)(SEP 1992)

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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.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS - There are no packaging or marking requirements for the services order 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 to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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:

TBD (SEA 21)

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.*

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/27/2013 - 8/26/2014
6000	8/27/2013 - 8/26/2014
7000	8/27/2014 - 8/26/2015
7100	6/9/2015 - 1/15/2016
7200	1/1/2016 - 12/31/2016
9000	8/27/2014 - 8/26/2015
9100	6/9/2015 - 1/15/2016
9200	1/1/2016 - 12/31/2016

CLIN - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE

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

52.247-37 FOB DESTINATION (NOV 1991)

CLAUSES INCORPORATED IN FULL TEXT

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

4000	8/27/2013 - 8/26/2014
6000	8/27/2013 - 8/26/2014
7000	8/27/2014 - 8/26/2015
7100	6/9/2015 - 1/15/2016
7200	1/1/2016 - 12/31/2016
9000	8/27/2014 - 8/26/2015
9100	6/9/2015 - 1/15/2016
9200	1/1/2016 - 12/31/2016

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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.

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

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

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

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

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

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

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

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

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

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

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

(f) *WAWF payment instructions.* The Contractor must use the following information when

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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

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

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	HQ0337
Issue By DoDAAC	N00024
Admin DoDAAC	N00024
Inspect By DoDAAC	N00024
Ship To Code	N00024
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)	

(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

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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.

richard.p.manning@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.

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

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

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.

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

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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

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

BUSINESS FINANCIAL MANAGER (BFM)

TBD

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command

Attn: Mr. Randal Onders, SEA 021

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: 202-781-3678

e-mail: randal.onders@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command

Attn: Joann Vitek, SEA 0265

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: (410) 570-2942

e-mail: joann.vitek@navy.mil

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PURCHASE OFFICE REPRESENTATIVE (POR)*

Naval Sea Systems Command
 Attn: Linda Payton
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: (202) 781-2958
 e-mail: linda.payton@navy.mil

**Note that the POR is the Contract Specialist*

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command
 Attn: David Warunek, SEA 21
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-2835
 e-mail: david.c.warunek@navy.mil

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

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

Accounting Data

SLINID	PR Number	Amount
400001	1300372834	[REDACTED]
LLA :		
AA 1731804 8B5B 251 VUS00 0 050120 2D 000000 A00001865554		

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01

400002	1300372834	[REDACTED]
LLA :		
AB 1731804 8B5B 251 VU021 0 050120 2D 000000 A10001865554		
A10001865554		

400003	1300372834	[REDACTED]
LLA :		
AC 1731804 8B2B 251 VU021 0 050120 2D 000000 A20001865554		
A20001865554		

400004	1300372834	[REDACTED]
LLA :		
AD 1731804 8D3D 251 VU021 0 050120 2D 000000 A30001865554		
A30001865554		

600001	1300372834	[REDACTED]
LLA :		
AB 1731804 8B5B 252 VU021 0 050120 2D 000000 A10001865554		
A10001865554		

MOD 01 Funding [REDACTED]

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Cumulative Funding [REDACTED]

MOD 02

400005 130041910800001 [REDACTED]
LLA :
AE 1741804 8B5B 252 VUS00 0 050120 2D 000000 A00002245215
A00002245215

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

400006 130042121400001 [REDACTED]
LLA :
AF 1741804 60BA 257 50054 068732 2D CMSG01 50054400C43P
50054400C43P

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

700001 130044981900001 [REDACTED]
LLA :
AG 1741804 8B5B 252 VUS00 0 050120 2D 000000 A00002461093
A00002461093

900001 130044981900002 [REDACTED]
LLA :
AG 1741804 8B5B 252 VUS00 0 050120 2D 000000 A00002461093
A00002461093

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

400006 130042121400001 [REDACTED]
LLA :
AF 1741804 60BA 257 50054 068732 2D CMSG01 50054400C43P
50054400C43P

600001 130037283400005 [REDACTED]
LLA :
AB 1731804 8B5B 252 VU021 0 050120 2D 000000 A10001865554
A10001865554

700002 130045542500003 [REDACTED]
LLA :
AJ 1741804 60BA 257 50054 068732 2D CMSG02 50054400C43P
50054400C43P

700003 130045542500001 [REDACTED]
LLA :
AH 1741804 70BA 252 55262 0 068688 2D C00690 55262400RN4Q
55262400RN4Q

700004 130042121400001 [REDACTED]
LLA :
AF 1741804 60BA 257 50054 068732 2D CMSG01 50054400C43P
50054400C43P

700005 130044981900003 [REDACTED]
LLA :

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AK 1741804 8B5B 252 VU021 0 050120 2D 000000 A10002461093
A10002461093

700006 130044981900004 [REDACTED]
LLA :
AL 1741804 8B5B 252 VU021 0 050120 2D 000000 A20002461093
50054400C43P

900002 130045542500004 [REDACTED]
LLA :
AJ 1741804 60BA 257 50054 068732 2D CMSG02 50054400C43P
50054400C43P

900003 130045542500002 [REDACTED]
LLA :
AH 1741804 70BA 252 55262 0 068688 2D C00690 55262400RN4Q
55262400RN4Q

900004 130037283400005 [REDACTED]
LLA :
AB 17318040 8B5B 252 VU021 0 050120 2D 000000 A10001865554
A10001865554

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

710001 130050494100001 [REDACTED]
LLA :
AM 1751804 8B5B 252 VUS00 0 050120 2D 000000 A00002917673

710002 130050494100002 [REDACTED]
LLA :
AN 1751804 8B5B 251 VU021 0 050120 2D 000000 A10002917673

710003 130050494100003 [REDACTED]
LLA :
AP 1751804 8B5B 251 VUS00 0 050120 2D 000000 A20002917673

910001 130050494100004 [REDACTED]
LLA :
AM 1751804 8B5B 252 VUS00 0 050120 2D 000000 A00002917673

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

710004 130050619600001 [REDACTED]
LLA :
AQ 1751804 70BA 252 55262 0 068688 2D C00457 55262500XDQQ

710005 130050619600002 [REDACTED]
LLA :
AR 1751804 60BA 257 4002A 068732 2D CSE027 4002A5N3PFLP

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

710006 130052298500001 [REDACTED]

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LLA :
AS 1751804 8B5B 252 VUS00 0 050120 2D 000000 A00003036359
A00003036359

910002 130052298500002

LLA :
AS 1751804 8B5B 252 VUS00 0 050120 2D 000000 A00003036359
A00003036359

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

720001
LLA :
BA 1761804 8B5B 251 VU021 0 50120 2D 000000 A10003224045

720002
LLA :
BB 1761804 60BA 257 50054 68732 2D CMSG02 50054600C43P

920001
LLA :
BA 1761804 8B5B 251 VU021 0 50120 2D 000000 A10003224045

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

720003 130055460500001
LLA :
BC 1761804 70BA 251 55262 0 068688 2D C00164 55262600XDQQ

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

720004 130055460500002
LLA :
BD 1761804 60BA 251 4002A 068732 2D CSE016 4002A6N3PFLQ

920002 130055460500003
LLA :
BD 1761804 60BA 251 4002A 068732 2D CSE016 4002A6N3PFLQ

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

720005 130054333700003
LLA :
BE 1761804 8B5B 251 VU021 0 050120 2D 000000 A20003224045

720006 130054333700005
LLA :
BF 1761804 8B5B 251 VU021 0 050120 2D 000000 A30003224045

920003 130054333700004
LLA :
BE 1761804 8B5B 251 VU021 0 050120 2D 000000 A20003224045

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MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

920004 130054333700006 [REDACTED]
LLA :
BG 1761804 8B5B 251 VU021 0 050120 2D 000000 A40003224045

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

SECTION H SPECIAL CONTRACT REQUIREMENTS

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	ALLOTED TO COST	ALLOTED TO FEE	EST. POP THROUGH
6000	██████████	██	
9000	██████████	██	
9100	██████████	██	

(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 _4000, 7000, 7100, 7200, 9200 _ 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 5252.202-9101 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

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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 5252.237-9106 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any 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) (FOR ALL ITEMS)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours per year of direct labor (excluding surge), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of [REDACTED] hours per week without additional compensation for such excess work. All other effort is defined as compensated

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA

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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.

GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

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

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

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

GIDEP Operations Center

P.O. Box 8000

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Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

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

FAR 52.216-7 - ALLOWABLE COST AND PAYMENT (JUN 2011)

FAR 52.216-8 - FIXED FEE (JUN 2011)

FAR 52.219-14 - LIMITATIONS ON SUBCONTRACTING

FAR 52.232-20 -- LIMITATION OF COST (APR 1984)

FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)

FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION

FAR 52.223-10 -- WASTE REDUCTION PROGRAM.

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS. (SEP 2011)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)

252.227-7015 TECHNICAL DATA -- COMMERCIAL ITEMS. (DEC 2011)

252.227-7016 - RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

252.227-7025 - LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)

252.227-7037 - VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

CLAUSES INCORPORATED BY FULL TEXT

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

(a) Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.

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(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee's ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

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(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee—

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

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(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

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(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed [REDACTED]; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

52.217-9 -- Option to Extend the Term of the Contract. (MAR 2008)

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

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

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

FAR 52.244-2 -- Subcontracts. (Oct 2010)

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

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

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

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

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

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is

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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 ■ 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 ■ 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:

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor

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and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Alion Science and Technology; American Systems Corporation; CACI Enterprise Solutions; CSC Federal IT; Delta Resources, Inc.; JL Herren and Associates; Life Cycle Engineering; Patrona Corporation; Science Applications International Corporation; Thor Solutions; Valkyrie Enterprises, LLC

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

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

(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. 403(16) 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 [REDACTED].

(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. 423(e)(3).

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Type Task Order resulting from this solicitation.

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.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below options CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B

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and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
7000	No later than 12 months after the Task Order Award date
9000	No later than 12 months after the Task Order Award date
7100	No later than 24 months after the Task Order Award date
9100	No later than 24 months after the Task Order Award date

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

52.204-9 -- Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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SECTION J LIST OF ATTACHMENTS

Exhibit_A_CDRLS

Exhibit_A_Monthly_Report_DID_DI-MGMT-80227A

Exhibit_A_Standard_Monthly_Report_Details

Attachment_1_DD254

Attachment_2_Non_Disclosure_Agreement