

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
17

3. EFFECTIVE DATE
02-Aug-2017

4. REQUISITION/PURCHASE REQ. NO.
1300661204

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

6. ISSUED BY CODE

N64498

7. ADMINISTERED BY (If other than Item 6)

CODE S3915A

NAVAL SURFACE WARFARE CENTER PHILA
NSWCPD
Philadelphia PA 19112-1403
paul.vonfranzke@navy.mil 215-897-2041

DCMA PHILADELPHIA
700 ROBBINS AVENUE, BLDG. 4-A, P.O.
BOX 11427
PHILADELPHIA PA 19111-0427

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4078-EHQ7

10B. DATED (SEE ITEM 13)

19-Sep-2016

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)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
FAR 52 232-22, Limitation of Funds

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)

Marianne T Campbell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Marianne T Campbell

(Signature of Contracting Officer)

02-Aug-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of [REDACTED]. As a result, the total amount of funding obligated and available for payment under this order is [REDACTED]. It is estimated that the funding under this order will cover the cost of performance through 19 July 2018. In accordance with Clause 52.232-22, the Government is not obligated to reimburse the contractor for any costs incurred in excess of [REDACTED] unless additional funds are made available and obligated under this order in a subsequent modification. 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].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7115	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	[REDACTED]	[REDACTED]	[REDACTED]
7115	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
7115		8/2/2017 - 7/19/2018

The accounting and Appropriation Data added to Section G is as follows:

MOD 17

7115 130066120400001 [REDACTED]

LLA :

CP 1771804 8B5B 251 CV312 0 050120 2D 000000 A00004112530

Authority 2410a is hereby invoked. See TI-51.

MOD 17 Funding [REDACTED]

Cumulative Funding [REDACTED]

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 3 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

All other terms and conditions remain unchanged.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	Technical, Process and Programmatic Support for the Integration of Logistics Products. Base period is from date of award through 12 months after date of award. (Fund Type - TBD)		LO			
7001	R706	Incremental Funding TI FY16-01 (O&MN,N)		LO			
7002	R706	Incremental Funding TI FY16-02 (O&MN,N)		LO			
7003	R706	Incremental Funding TI FY16-02 (O&MN,N)		EA			
7004	R706	Incremental Funding TI FY16-02 (O&MN,N)		LO			
7005	R706	Incremental Funding TI FY16-02 (O&MN,N)		LO			
7006	R706	Incremental Funding TI FY16-02 (O&MN,N)		LO			
7007	R706	Incremental Funding TI FY16-03 (O&MN,N)		LO			
7008	R706	Incremental Funding TI FY16-04 10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award. (O&MN,N)		LO			
7009	R706	Incremental Funding TI FY16-05 (O&MN,N)		LO			
7010	R706	Incremental funding TI FY16-06 (O&MN,N)		LO			
7011	R706	Incremental funding TI FY16-07 (O&MN,N)		LO			
7012	R706	Incremental funding TI FY16-08 (O&MN,N)		LO			
7013	R706	Incremental funding TI FY16-09 (O&MN,N)		LO			
7014	R706	Incremental funding TI FY16-10 (O&MN,N)		LO			
7015	R706	Incremental Funding TI FY16-05 (O&MN,N)		LO			
7016	R706	Incremental funding TI FY16-13 (O&MN,N)		LO			
7017	R706	Incremental funding TI FY16-14 (O&MN,N)		LO			
7018	R706	Incremental funding TI FY16-12 (Fund Type - OTHER)		LO			
7019	R706	Incremental Funding TI 15 (O&MN,N)		LO			
7020	R706	Incremental Funding TI 17 (OPN)		LO			
7021	R706	Incremental Funding TI 19 (RDT&E)		LO			
7022	R706	Incremental Funding TI 20 (SCN)		LO			
7023	R706	Incremental funding TI 16 (OPN)		LO			
7024	R706	Incremental funding TI 21 (O&MN,N)		LO			

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 2 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7025	R706	Incremental funding TI 22 (RDT&E)	█	LO	█	█	█
7026	R706	Incremental funding TI 23 (OPN)	█	LO	█	█	█
7027	R706	Incremental funding TI 24 (O&MN,N)	█	LO	█	█	█
7028	R706	Incremental funding TI 26 (O&MN,N)	█	LO	█	█	█
7029	R706	Incremental funding TI 27 (WCF)	█	LO	█	█	█
7030	R706	Incremental funding TI 28 (O&MN,N)	█	LO	█	█	█
7031	R706	NOT FUNDED (O&MN,N)	█	LO	█	█	█
7032	R706	Incremental funding TI 29 (O&MN,N)	█	LO	█	█	█
7033	R706	Incremental funding TI 29 (O&MN,N)	█	LO	█	█	█
7034	R706	Incremental funding TI 29 (O&MN,N)	█	LO	█	█	█
7035	R706	Incremental funding TI 29 (O&MN,N)	█	LO	█	█	█
7036	R706	Incremental funding TI 30 (SCN)	█	LO	█	█	█
7037	R706	Funding for Labor (O&MN,N)	█	LO	█	█	█
7038	R706	Incremental funding TI 25 (O&MN,N)	█	LO	█	█	█
7039	R706	Incremental funding TI 32 (O&MN,N)	█	LO	█	█	█
7040	R706	Incremental funding TI 33 (O&MN,N)	█	LO	█	█	█
7041	R706	Incremental funding TI 34 (O&MN,N)	█	LO	█	█	█
7042	R706	Incremental funding TI 36 (O&MN,N)	█	LO	█	█	█
7043	R706	Incremental funding TI 35 (O&MN,N)	█	LO	█	█	█
7044	R706	\$70,000.00 in labor. See TI-40. (O&MN,N)	█	LO	█	█	█
7045	R706	Incremental funding in support of TI-FY17-37 (OPN)	█	LO	█	█	█
7046	R706	Incremental funding in support of TI-FY17-39 (SCN)	█	LO	█	█	█
7047	R706	Incremental funding in support of TI-FY17-38 (SCN)	█	LO	█	█	█
7048	R706	Incremental funding in support of TI-FY17-34rev1 (O&MN,N)	█	LO	█	█	█
7049	R706	Incremental funding for Labor CLIN 7000. (O&MN,N)	█	LO	█	█	█
7100	R706	Technical, Process and Programmatic Support for the Integration of Logistics Products. Option 1 period is from 13 months after date of award through 24 months after date of award. (Fund Type - TBD)	█	LO	█	█	█
7101	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 3 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7102	R706	Incremental funding for Labor CLIN 7100. (OPN)	█	LO	█	█	█
7103	R706	Incremental funding for Labor CLIN 7100. (SCN)	█	LO	█	█	█
7104	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7105	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7106	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7107	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7108	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7109	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7110	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7111	R706	Incremental funding for Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7112	R706	Incremental funding for Labor CLIN 7100. (SCN)	█	LO	█	█	█
7113	R706	Incremental Funding in Support of Labor CLIN 7100. (SCN)	█	LO	█	█	█
7114	R706	Incremental Funding in Support of Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7115	R706	Funding in Support of Labor CLIN 7100. (O&MN,N)	█	LO	█	█	█
7200	R706	Technical, Process and Programmatic Support for the Integration of Logistics Products. Option 2 period is from 25 months after date of award through 36 months after date of award. (Fund Type - TBD) Option	█	LO	█	█	█
7300	R706	Technical, Process and Programmatic Support for the Integration of Logistics Products. Option 3 period is from 37 months after date of award through 48 months after date of award. (Fund Type - TBD) Option	█	LO	█	█	█
7400	R706	Technical, Process and Programmatic Support for the Integration of	█	LO	█	█	█

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 4 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

Logistics Products. Option 4 period is from 49 months after date of award through 60 months after date of award. (Fund Type - TBD)

Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	Support Costs for CLIN 7000 NTE [REDACTED] (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Base period from date of award through 12 months after date of award. (Fund Type - TBD)	[REDACTED]	LO	[REDACTED]
9001	R706	Incremental Funding TI FY16-01 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9002	R706	Incremental Funding TI FY16-02 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9003	R706	Incremental Funding TI FY16-02 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9004	R706	Incremental Funding TI FY16-02 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9005	R706	Incremental funding TI FY16-03 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9006	R706	Incremental Funding TI FY16-04 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9007	R706	Incremental funding TI FY16-10 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9008	R706	Incremental Funding TI 15 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9009	R706	Incremental Funding TI 17 (OPN)	[REDACTED]	LO	[REDACTED]
9010	R706	Incremental Funding TI 20 (SCN)	[REDACTED]	LO	[REDACTED]
9011	R706	Incremental funding TI 16 (OPN)	[REDACTED]	LO	[REDACTED]
9012	R706	Incremental funding TI 22 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9013	R706	Incremental funding TI 24 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9014	R706	Incremental funding TI 26 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9015	R706	Incremental funding TI 33 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9016	R706	Incremental funding in support of TI-FY17-34rev1 (O&MN,N)	[REDACTED]	LO	[REDACTED]
9100	R706	Support Costs for CLIN 7100 NTE [REDACTED] (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 1 period from 13 months after date of award through 24 months after date of award (Fund Type - TBD)	[REDACTED]	LO	[REDACTED]
9101	R706	Incremental funding for ODC CLIN 9100. (O&MN,N)	[REDACTED]	LO	[REDACTED]
9102	R706	Incremental funding for ODC CLIN 9100. (O&MN,N)	[REDACTED]	LO	[REDACTED]
9103	R706	Incremental funding for ODC CLIN 9100. (O&MN,N)	[REDACTED]	LO	[REDACTED]
9104	R706	Incremental Funding in Support of ODC CLIN 9100. (O&MN,N)	[REDACTED]	LO	[REDACTED]

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 5 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R706	Support Costs for CLIN 7200 NTE [REDACTED] (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 2 period from 25 months after date of award through 36 months after date of award. (Fund Type - TBD) Option	[REDACTED]	LO	[REDACTED]
9300	R706	Support Costs for CLIN 7300 NTE [REDACTED] (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 3 period from 37 months after date of award through 48 months after date of award (Fund Type - TBD) Option	[REDACTED]	LO	[REDACTED]
9400	R706	Support Costs for CLIN 7400 NTE [REDACTED] (exclusive of G&A and/or Material Handling if applicable) for Travel, Other Direct Costs and Material for Option 4 period from 49 months after date of award through 60 months after date of award (Fund Type - TBD) Option	[REDACTED]	LO	[REDACTED]

Negotiated Fees and Pass Through

The negotiated Prime Contractor fee for Prime Contract Labor is [REDACTED]

The negotiated Prime Contractor fee for Subcontract Labor is [REDACTED].

The maximum labor pass through rate (which includes any prime contractor fee applied to subcontractor labor costs) shall not exceed [REDACTED].

McKean's Small Business Participation and Subcontracting Plan is hereby incorporated and made material part of the task order.

Approved Subcontractors

The following subcontractors are approved to perform under this Task Order:

TSM Corporation	Green Expert Technology, Inc.
General Dynamics Information Technology, Inc.	Life Cycle Engineering, Inc.
NDI Engineering Company	Orbis Sirbro, Inc.
Transtecs Corporation	Valkyrie Enterprises, LLC
AMSEC, LLC	Cape Henry Associates, Inc
Delphinus Engineering Incorporated	EHS Technology, Inc.
Harris Corporation	

Level of Effort

The level of effort for the performance of this contract is based upon anticipated total estimated level of effort of [REDACTED] man-hours of direct labor. The estimated composition of direct labor can be found in the chart below. Work will be split between government and contractor sites. "CS" represents contractor site, and "GS" represents government site.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 7 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

CAD Operator (OT)	CS	1,500	0	300	300	300	300	300	1,500
Technical Writer	CS	25,000	0	5,000	5,000	5,000	5,000	5,000	25,000
Technical Illustrator	CS	30,000	0	6,000	6,000	6,000	6,000	6,000	30,000
Training Development Specialist	CS/GS	25,400	9,600	7,000	7,000	7,000	7,000	7,000	35,000
Total									

CLIN/SLIN STRUCTURE

For proposal purposes, the CLINS 7000 (Services) and 9000 (Other Direct Costs) will represent the Parent CLINs for the resultant order. For administrative purposes, ceiling amounts under the parent CLINs will be subsequently re-allocated to new CLINs associated with various technical instructions issued and/or Appropriation types.

It is noted that your proposal submission shall include a completed "Direct Labor Substantiation" Table with attached supporting documentation as applicable. A sample table has been included as an attachment to the RFP.

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered non-responsive.

PAYMENT OF FEE

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "HQ B-2-0015 Payments of FEE (Level of Effort)" (NAVSEA)(MAY 1993). Such payments shall be equal to the allowable cost of each invoice submitted by the payable to the Contractor for pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7, Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task order is in accordance with the clause of the IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the contractor under this task order, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this task order, the

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 8 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Government shall be required to pay the contractor any amount in excess of funds obligated.

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

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

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

(End of Text)

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by 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 incidental 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 incidental 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,

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 9 of 56	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

(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.

(End of Text)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 10 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Technical, Process and Programmatic Support for the Integration of Logistics Products

Section C – Descriptions and Specifications

1.0 Background

The Navy's Machinery Research, Logistics and Ship Integrity Division of the Naval Surface Warfare Center Philadelphia (NSWCPD) Department 30 is responsible for providing machinery research and development, logistics and ship integrity engineering. Department 30's knowledge of machinery engineering commences at the earliest stages of shipboard equipment and component product development; continues through new ship construction; and supports In-Service engineering for ships and ship systems currently in the Fleet. As part of this requirement the various divisions provide the development, implementation, procurement and maintenance of logistic products for Hull, Mechanical and Electrical (HM&E) systems and equipment installed on U.S. Navy surface ships, aircraft carriers and submarines as well as United States Coast Guard (USCG), Army, Material Supply Command (MSC) and Foreign Military Sales (FMS) program ships. It also coordinates the Integrated Logistics Support (ILS) updates associated with shipboard HM&E system and equipment alterations as well as engineering and procurement services for alteration and modernization of ship systems, In-service Engineering responsibility for future and in-service systems, and training development. Department 30 supports various commands including Naval Sea Systems Command (NAVSEA), Army, MSC, USCG, Program Executive Offices (PEOs), and fleet logistics, maintenance and readiness commands including the Type Commanders (TYCOMS) and Regional Maintenance Centers (RMCs). To execute its responsibilities Department 30 requires the support in logistics, program engineering, technology systems, system engineering and business case analysis as well as business process engineering support to create an integrated approach to logistics in an effort to support the needs and demands of customers for ILS products in the most cost effective manner. As such will require support in the areas delineated in this Statement of Work (SOW) for those project areas.

2.0 Applicable Documents

1. GEIA-STD-0007 Logistics Product Data (www.standards.sae.org)
2. GEIA-HB-0007-A, Guide to Logistics Product Data (www.standards.sae.org)
3. NAVSEA Technical Specification 9090-600 (www.everyspec.com)
4. NAVSEA Technical Specification 9090-310 (www.navsea.navy.mil)
5. General Specification for Overhaul of Surface Ships- GSO (NAVSEA S9AA0-AB-GSO-010) (https://maintenance.navsea.navy.mil/domino/gso/gso/gso_main.asp) CAC / PKI required
6. CINCLANTFLT/CINCPACFLT 4790.3 Joint Fleet Maintenance Manual (JFFM) (www.submepp.navy.mil)
7. NAVSEAINST 4790.8B Ships' Maintenance and Material Management (3-M) Manual

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 11 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(www.navsea.navy.mil)

8. Technical Manual Contract Requirement (TMCR), NDMS 050066-000, New Manual or Complete Revision of HM & E Equipment Technical Manual
9. AECMA S1000D Standard (Specification 1000D), International Specification for Technical Publications Utilizing a Common Source Data Base
10. MIL-STD-3034, Reliability Centered Maintenance (RCM) Process (www.everyspec.com)
11. MIL-P-24534A: Planned Maintenance Subsystem: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documents
12. NAVSEA TS 9090-700: Ship Configuration and Logistic Support Information System
13. DoD Instruction 4151.22: Condition Based Maintenance Plus for Materiel Maintenance (www.dtic.mil)
14. DoD 5025.1-M: DoD Directives System Procedures (www.dtic.mil)
15. DoD Commonality Handbook (<https://acc.dau.mil/>)

3.0 Requirements

3.1 Program and Business Management Support

3.1.1 Participate in technical meetings and program reviews as directed by the NSWCPD technical instructions as needed to ensure program objective completion.

3.1.2 Develop and provide status on initiatives via Plan of Actions and Milestones (POA&M).

3.1.3 Assist the Technical Program manager with development of programmatic and technical briefs, such as but not limited to program reviews, business case analysis, analysis of alternatives. These briefs will be provided mostly to US Navy commands.

3.1.4 Provide support for the development, management, and extraction of programmatic and financial data for review and reporting.

3.1.5 Provide detail design, quality assurance and engineering development oversight to various projects in all stages of development of logistics elements, including initial concept to final installation and fielding alterations.

3.1.6 Provide support for the generation of project plans, concepts of operation, and management outlines.

3.1.7 Provide support for the technical management of programs in various stages of progress, to include projects from development to initial fielding; Tracking projects against schedule and budget and goals, alerting the Technical Program manager of issues.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 12 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.1.8 Support oversight to this contract for NSWCPD and ensure that deliverables maintain quality, time and cost targets.

3.2 Logistics Support

3.2.1 Reserved

3.2.2 Reserved

3.2.3 Reserved

3.2.4 Develop all applicable ILS support for the applicable systems in accordance with all applicable Navy instructions and standards. Examples to include but not be limited to Allowance Parts List (APL), Planned Maintenance (PMS), technical manuals, technical manuals, training packages, one line diagrams, code registers. Provide obsolescence engineering support as needed.

3.2.5 Provide support to technical codes for alteration programs and modernization with the development of ILS certifications. Create and or modify certification packages.

3.2.6 Review and QA check all ILS and provisioning documents to and validate the program requirements.

3.2.7 The contractor will provide Reliability Centered Maintenance (RCM), Failure Modes Effects and Criticality Analysis (FMECA) and Level of Repair Analysis (LORA) support for the evaluation of logistics elements for provisioning, sustainability, maintenance, and technical documentation updates.

3.2.8 Support ILS integrated product and process teams with the technical and logistics organizations of NSWCPD and Fleet asset to develop logistic product plans and artifacts to ensure systems supported by the ISEA for fully life cycle supported and provisioned.

3.2.9 The Contractor will assist in the integration of ILS products; assist the Government in forecasting material and providing metrics communicating current levels of readiness and sustainment pertaining to maintenance-working with the Fleet (TYCOM, RMC) and Systems Commander (SYSCOM) (NAVSEA, Surface Maintenance Engineering Planning Program (SURFMEPP)); and provide technical analysis, recommendations, white papers, and other documents for logistics issues related to ILS life-cycle support including but not limited to sparing support, tech docs and support equipment requirements as well as advanced planning and work package development.

3.2.10 The Contractor will identify, characterize, track and monitor logistics milestones for Ship Availabilities;

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 13 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

provide status and Ship Availability planning updates to appropriate stakeholders and their organizations; review SCDs for ILS impacts to readiness/sustainment and update, verify and process Technical Manuals, PMS, Provisioning, Training, (Engineering Operational Sequencing System (EOSS), Configuration and ILS Certifications as well as provide recommendations to close gaps/deficiencies identified); recommend actions to correct deficiencies and assist in reviewing Coordinated Shipboard Allowance Lists (COSAL); participate in Advanced Planning and ILS Working Groups.

3.2.11 Provide support for the Systems Engineering/Technical Authority (SE/TA) Operations and Maintenance, Navy (O&M,N) technical documentation and standards projects including Cumbersome Work Practice (CWP), Mishap and Safety technical response, Research and System Engineering Working Group (R&SE), Specification Improvement Board (SIB) comment and adjudication process and Affordability projects. Provide technical and program management support to include: executing the NAVSEA mishap technical response process, facilitate working group meetings, training and conferences, and conference calls. Coordinate responses to assigned Safety Inspection Reports actions to ensure shipboard system/machinery is safe for continued operations, identify risk mitigations and identify deficiencies in Technical Standards. Provide engineering and technical support to NSWCPD for development and update of revisions for NAVSEA specifications to include: identification of changes, incorporating lessons learned, facilitating meetings, adjudicating comments, providing change pages and comment forms.

3.3 Project / Process Engineering

3.3.1 Provide qualified personnel to read and interpret drawings for provisioning assistance, review of items for ILS certifications and support, as well as possible impacts to materiel readiness (such as PMS and EOSS).

3.3.2 The Contractor will maintain Availability Master Schedules for assigned Surface Ship, Submarine and Carrier Availabilities; monitor technical progress of activities; collect activity progress and completion status data from program participants; assess risks and conduct Critical Path Mappings (CPM) to prevent and or minimize availability schedule compression/or missed milestones; and analyze schedule data for conflicts, identify problem areas, solicit input from concerned activities and facilitate resolution.

3.3.3 The contractor will be required to develop the required documents to support fielding temporary alterations / alterations required under SHIPMAIN entitlement process, JFMM, and FMP. The contractor will also be required to support the development of any necessary installation documentation per to deploy the temporary alteration. This includes detailed POA&Ms.

3.3.4 The contractor will review, modify, prepare or validate Front End Analysis (FEA), Job Task Analysis (JTA) and Class and System Navy Training Systems Plans (NTSPs) and assist identification and validation of training requirements based on ILS required changes as indicated in the process review and assist in support of the Navy's Training Planning Process Methodology (TRPPM) ensuring meeting of each milestones. Training material will be developed IAW most current revision of the SCORM standard, and will be developed and maintained in licensed instance of an IBM-Kenexa Learning Content Management System (LCMS) Premier system.

3.3.5 Provide support for drafting and reviewing communications guidelines, processes, and standard procedures, facilitating and organizing Naval or defense-related conferences, seminars, submits meetings and effectiveness reviews, and the creation and implementation of a communications plan in order to inform, educate, and build support and consensus among key internal and external stakeholders.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 14 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.3.6 Design, develop and provide graphics, products and services to effectively communicate command mission and objectives and support Department 30 sponsored activities, projects and events as well as create and update training curriculum for new division employees to introduce them to the primary processes, missions, products and services.

3.3.7 Develop training materials and projects for virtual training programs, fleet training programs (such as SWOS). Training material will be compliant to all pertinent direction and references and shall be maintained in licensed instance of an IBM-Kenexa LCMS Premier system.

3.3.8 Communicate with Fleet, NAVSEA, PEO and POCs for new acquisition programs such as Littoral Combat Ships (LCS), Amphibious Transport Docks (LPD), LPD Midlife, Amphibious Assault Ships (LHD), Ohio-class Replacement Program (ORP), Army watercraft, USCG vessels, MSC platforms and Guided Missile Destroyer (DDG) 1000 during the integration efforts for insertion of logistics elements and products within the Navy maintenance and logistics process.

3.3.9 Support the development of process improvement programs and ensure that the logistics support plan for NSWCPD conforms to current Navy and future Navy programs. Support the integration of logistics products within the current environment (Ship's Maintenance and Material Management (3M), Maintenance Figure of Merit (MFOM), Integrated Class Maintenance Plan (ICMP), PMS-SKED (Ship maintenance scheduling system), and Navy Maintenance Database (NMD).

3.3.10 Support insertion of logistics elements within the Navy maintenance environment Configuration Base Maintenance (CBM), Repair Centered Maintenance (RCM), Preventative Maintenance (PM), and Corrective Maintenance (CM) in an overall effort to reduce total ownership cost over the system life cycle.

3.3.11 Support the development of process maps and procedures to assist the technical code in the standardization of work flow, logistics support, and for the integration of logistics elements between the technical codes of NSWCPD Department 30, and Navy requirements.

3.3.12 Provide support to commonality programs, policy and procedure, business process re-engineering and integration efforts to the modernization process within the ISEA, public and private shipyards.

3.3.13 Develop and manage Metrics, Key Performance Indicators (KPI), related to the process so that constant improvement and efficiencies are gained within the commonality program, supporting Deep Dive data, usage data, and other metrics as developed.

3.4 General Engineering support

3.4.1 Support material tracking, identification and procurement as needed to support technical evaluations for alteration development and program support for NSWCPD Department 30.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 15 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.4.2 Review and comment on technical documents for technical accuracy, this will include program developed documents, OEM provided documents, operational documents, training and provisioning documents to ensure that all systems are supported over their lifecycle.

3.4.3 Support knowledge management programs and processes, Integrated Project Team Development (IPT) and BRT processes as a logistics SME.

3.4.4 The Contractor will assist NSWCPD support Navy, Army, Coast Guard, Military Sealift Command, and foreign military sales programs maintenance programs and initiatives efforts in support with development of needs and impact analysis (including Return on Investment (ROI) and Total Ownership Cost (TOC) evaluations) and developing recommendations, briefs, formal presentations and plan of action, as well as the monitoring execution-to-plan of all maintenance initiatives.

3.4.5 The Contractor will assist NSWCPD support TYCOM and Fleet Force's business rules, polices and mechanisms for oversight and accountability.

3.4.6 The Contractor will assist in the implementation, validation and metric analysis of a tailored training for the maintenance team, Port Engineer, Chief Test Engineer, and Quality Assurance, on subjects such as IPTD and Pre-availability training.

3.4.7 Provide support services to various In-Service Engineering Agent (ISEA) and platform agents and technical codes on problem resolutions, technical evaluations, Ship Change Documents (SCD) development, Engineering Change Protocol (ECP) evaluation and technical feedbacks. This support will be onsite and offsite, i.e. waterfront technical support.

3.4.8 Develop technical packages of documents including CAD drawings, technical manuals, provisioning documents, and project time lines.

3.4.9 The contractor will support shipboard validation audits via planning and executing shipboard and desktop validation support to the Configuration Managers to ensure programs achieve their maintenance, readiness and sustainment goals/objectives.

4.0 Reporting/Deliverables

The contractor shall provide the following deliverables associated with this tasking effort:

4.1 Contracting Officer's Management Report (CDRL A001)

4.1.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 16 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

acceptable, Government's approval of the format is required from the COR.

4.1.3 Labor Rate Tripwire Justification

4.1.3.1 The contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the request has been approved by the Contracting Officer.

4.1.3.2 The contractor's request shall include, the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

4.1.3.3 Currently, the fully burdened average labor rate of \$156/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work. The contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burdened Labor rates of \$156/hour or greater shall require the COR and the PCO's review and written approval.

4.2 Travel Report (CDRL A002)

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval of the format is required from the COR.

4.1.3 The contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

4.3 Contractor's Personnel Roster (CDRL A003)

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval of the format is required from the COR.

4.4 Other Direct Costs Report (CDRL A004)

4.4.1 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval of the format is required from the COR.

4.5 Provide other technical reports as required. There may be a need for other specific reports, test plans, evaluation reports or documentation created as in integral part of a Technical Instruction (TI) under this contract. Report format, contents and delivery requirements will be specified at the time of Technical Instruction (TI) issuance.

5.0 Place of Performance/Travel

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 17 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

This support shall be provided directly to NSWCPD Department 30 at NSWCPD Philadelphia. Other areas of support may be Norfolk, VA; San Diego, CA , Marionette, WI, Kings Bay, GA, Port Hueneme CA, Corona, CA, Honolulu, HI, Bremerton, WA, Mayport, FL, Mechanicsburg, PA, Yokosuka Japan, Manama Bahrain, Washington, DC and other areas as directed.

6.0 Security Requirements

Work under this contract will be at the SECRET level, the contractor will ensure all applicable standards and requirements for protection of sensitive information is maintained, including For Official Use Only (FOUO).

All contractor personnel accessing classified information or material associated with and/or performing work relative to the resultant contract must be United States citizens and shall have and maintain at a minimum a final SECRET security clearance at time of contract award.

An Active SECRET Facility Clearance (FCL) is required for performance on this contract.

6.1 Contractor Personnel Identification

In the performance of this contract, contractor employees shall identify themselves as contractor

personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

7.0 Overtime

The contractor shall submit to the Contracting Officer Representative (COR), a request to work overtime in support of meeting task milestones and needs of the Navy. The Contracting Officer's Representative (COR), after consulting with the Contracting Officer, will authorize overtime on a case-by-case basis.

8.0 Contracting Officer Representative (COR):

The COR for this task order will be identified in Section G.

9.0 Subject Matter Expert (SME)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 18 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The SME for this task order will be identified in Section G.

10.0 Government Points of Contact

The Contracting Officer's Representative (COR) is responsible for all interfaces with the Contractor and Program Manager. Specific tasking will be provided by the COR via the issuance of Technical Instructions (TIs) letters.

11.0 Personnel Qualifications

The following statements define general instructions for the qualifications of key personnel and non-key personnel.

11.1 The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the tasks to be ordered hereunder by this statement of work. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

11.1.1 The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for purpose of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall meet the experience, educational, or background requirements set forth herein and are fully capable of performing the functions of the respective labor categories in an efficient, reliable, and professional manner. If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

11.1.2 When requested, the contractor shall provide resumes and similar work experience to document employee competencies.

11.1.3 In the event key personnel proposed for performance under the resultant contract are not currently employed by the offeror, the offeror shall include with their proposal, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the contract is awarded to the offeror.

2. Key Personnel – The following labor categories are designated Key Personnel for this task order. Please note accredited herein means; Accredited by an accreditation agency listed as nationally recognized by the U.S. Department of Education.

The target qualifications for the respective key labor categories are as follows (asterisks denote key personnel):

NOTE: Under Personnel Qualifications, "shall" is considered a minimum qualification, and "should" is considered a "target" qualification.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 19 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a. Program Manager* (1 Resume):

Education: Individual should possess a Bachelor's of Science Degree in Engineering, from an accredited college or university and Professional Engineering license.

Experience: Experience should include the following: Ten (10) years of technical and management experience in operation, maintenance and logistics support for US Navy HM&E equipment within acquisition and in service programs including modernization programs. Individual should demonstrate proficiency in program management and support of Navy process engineering, developing and refining business processes, Cost Benefit Analysis, logistics and maintenance process integration and process improvement for maintenance and modernization, applications, process and technology insertion, CBM application and RCM analysis, NAVSEA commonality program process and integration, metric development and contract management within the NAVSEA and NSWCPD environment including working on Integrated Product Teams (IPTs), and an in-depth understanding of the NSWCPD organizational structure, NAVSEA and PEO's and Navy budget processes.

b. Senior Engineer* (1 Resume):

Education: Individual shall possess a Bachelor's Degree in Engineering or Science from an accredited university or college. Lean process and six sigma certification for process management is preferred.

Experience: Experience should include the following: Ten (10) years of proven experience in process development, configuration, improvement, and management for industry and Navy systems and programs. Individuals should demonstrate experience in Navy HM&E Logistics and maintenance programs such as Technical Foundation Papers (TFP), Ship Sheets, Baseline Availability Work Package (BAWP), Maintenance Figure of Merit (MFOM), Program Related Engineering/Program Related Logistics (PRE/PRL) and CMP's, and commands SURFMEPP, TYCOM, CPA, RMC, Carrier Team One, SURFACE TEAM 1, NAVSEA, OPNAV, SEA 21 and Naval enterprises (Naval Aviation Enterprise (NAE) and Surface Warfare Enterprise (SWE)), in addition to experience in logistics and maintenance metrics for Naval enterprises, along with expertise in development and execution of Navy requirements, budget within the PPBE process. Understanding of DoD organizational structure, NSWCPD Organizational structure JFMM and Chief of Naval Operations (OPNAV) Surface Ship Engineered Operating Cycle (SSEOC) Instruction is preferred.

c. Senior Engineering Technician* (2 Resume):

Education: Individual shall possess a High school diploma or GED and a graduate of military technical schools "A" and "C" schools.

Experience: Experience should include the following: Ten (10) years practical engineering which includes the operation, test, maintenance and repair of Naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems. Individual should demonstrate experience as a Program Manager Representative (PMR) or Ship Manager Representative (SMR) and proficiency in the following areas a) Navy 3M, Technical documents, Planned Maintenance System (PMS), and logistics components for modernization, b) Navy Training programs and processes, waterfront and classroom, for Navy HM&E Systems. Demonstrate an understanding of Navy HM&E

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 20 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Systems support, assessment, validation and inspection programs and logistics elements.

d. Senior Project Manager* (1 Resume):

Education: Individual should possess a Bachelor's of Science degree from an accredited college or university. A Project Manager Professional (PMP) certification is preferred.

Experience: Experience should include the following: Ten (10) years of technical and project managerial experience with Navy HM&E systems operation and maintenance, and system design, development and logistics support. Individual should demonstrate experience in technical project management primarily with ship life cycle support programs, including availability and modernization programs. Proficiency with Navy logistics / maintenance programs EOSS, PMS, Training plans, technical manuals and policies and developing and supporting Project Portfolio Management through steering committees and metrics analysis to optimize project mix toward meeting the strategic goals of the enterprise within the NSWCPD Systems Engineering Plan (SEP). Demonstrate an understanding of the Navy maintenance and budget programs and process, Navy command organization and NSWCPD organization relative to maintenance and logistics.

3. Non-Key Personnel – The following labor categories are designated non-key personnel for this task order. All non-key personnel performing under this task order shall meet the Government's minimum education and experience requirements. The minimum education and qualifications for the respective non-key labor categories are as follows:

a. Senior Logistician:

Education: Individual shall possess a Bachelor's of Science degree from an accredited college or university.

Experience: Experience shall include the following: An in-depth knowledge of Naval shipboard systems maintenance and operation. Ten (10) years' of experience in the development, implementation, evaluation and coordination of ILS products such as Planned Maintenance Systems (PMS) and Technical Feedback Reports (TFBRs) for U.S. Navy surface ships. Experience shall also include developing technical documentation using either the Navy Publishing Application (NPA) or the Navy PMS Editor (NPE) or equivalent. Knowledge of Navy programs, organizations and functions is required.

b. Senior Program Analyst:

Education: Individual shall possess a Bachelor's Degree in Business or Finance from an accredited college or university.

Experience: Experience shall include the following: Programmatic, financial and graphics support experience. Ten (10) years' experience with business case analysis, metric analysis, cost studies, return cost analysis and Key Performance Indicator (KPI) development. Experience shall also include the use of Microsoft Office including

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 21 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Access, Project, Visio, and ERP system. Knowledge of Navy programs, organizations, and functions is required.

c. Supply Chain Manager:

Education: Individual shall possess a Bachelor's Degree in Supply Chain management from an accredited college or university. Individual shall possess a Project Management Professional (PMP) certification.

Experience: Experience shall include the following: Four (4) years of experience in logistics, shipping, and supply support management, in addition to experience in sparing analysis of HM&E Navy systems supply support systems; researching and developing sparing methods and developing models for Navy systems including asset tracking and status reports, demand forecasting, cost estimating, and predicting procurement requirements.

d. Engineer:

Education: Individual shall possess a Bachelor's Degree in Engineering (Mechanical, Electrical, Electronics, Marine, or Naval/Marine Engineering) from an accredited college or university.

Experience: Experience shall include the following: Five (5) years of experience in the design, operation, maintenance, logistical support or testing of Navy systems, in addition to direct experience with developing, modifying and reviewing Naval shipboard technical documentation.

e. Program Analyst:

Education: Individual shall possess a Bachelor's Degree in Business, Finance, Math, Science or Engineering from an accredited college or university.

Experience: Experience shall include the following: Programmatic, financial and graphics support experience. Five (5) years of experience with business case analysis, metric analysis, cost studies, return cost analysis and KPI development, in addition to experience using Microsoft Office including Access, Project, Visio, and ERP systems. Knowledge of Navy programs, organizations, and functions is required.

f. Project Engineer:

Education: Individual shall possess a Bachelor's Degree in Engineering, Math or Science from an accredited college or university.

Experience: Experience shall include the following: Five (5) years of experience leading integrated product teams and process mapping/development, along with Five (5) years of experience in U.S. Navy HM&E systems operations

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 22 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and maintenance programs. Individual shall possess experience in ship modernization process, SCD entitled process and tool sets along with experience in financial management and budget tracking, developing reports and presentations.

g. Logistician:

Education: Individual shall possess a high school diploma or GED. Individual shall be a graduate of military school.

Experience: Experience shall include the following: Five (5) years of experience of the Naval Logistics System that includes: a) Experience in identifying material and logistic requirements for ship alteration and repair, b) Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs, c) Experience in researching types and quantities of equipment's allowed aboard ship, to include a minimum of one (1) year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

h. Engineering Technician:

Education: Individual shall possess a high school diploma or GED and be a graduate of military "A" or "C" schools,

Experience: Experience shall include the following: Five (5) years practical engineering which includes the operation, test, maintenance and repair of Naval ship Hull, Mechanical, Electrical, Electronic, Ordnance equipment and systems along with two (2) years of experience in supervising/managing a Navy 3M Center or three (3) years of experience ship checking/verification and updating of technical documentation. Experience may be gained concurrently.

i. Junior Program Analyst:

Education: Individual shall possess a Bachelor's Degree in Business or Finance from an accredited college or university.

Experience: Experience shall include the following: Programmatic, financial and graphics support experience. Experience with business case analysis, metric analysis, cost studies, and return cost analysis and KPI development. Experience shall include the use of Microsoft Office including Access, Project, Visio, and ERP systems in addition to knowledge of Navy programs, organizations, and functions.

j. Junior Logistician:

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 23 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Education: Individual shall possess a High school diploma or GED. Individual shall be a Graduate of military schools “A” or “C” technical schools.

Experience: Experience shall include the following: Experience with the Naval Logistics System that includes: a) Experience in identifying material and logistic requirements for ship alteration and repair, b) Experience with the Navy supply and procurement systems and procedures for requisitioning and purchasing material required to support ship alterations and repairs, c) Experience in researching types and quantities of equipment’s allowed aboard ship, to include a minimum of one year experience in use of the Ship's Configuration and Logistic Support Control (SCLSC) database.

k. Junior Engineer:

Education: Individual shall possess a Bachelor's Degree in Engineering (Mechanical, Electrical, Electronics, Marine, or Naval/Marine Engineering) from an accredited college or university.

Experience: Experience shall include the following: Design, operation, maintenance, logistical support or testing of Navy systems and direct experience with developing, modifying and reviewing Naval shipboard technical documentation.

l. Junior Project Engineer:

Education: Individual shall possess a Bachelor's Degree in Engineering, Math or Science an accredited college or University.

Experience: Experience shall include the following: Experience leading integrated product teams and process mapping/development. Experience in US Navy HM&E systems operations and maintenance programs, ship modernization process SCD entitled process and tool sets and experience in financial management and budget tracking, developing reports and presentations.

m. Clerk / Typist:

Education: Individual shall possess a High school diploma or GED.

Experience: Experience shall include the following: Experience in operations, management reports and Navy correspondence manuals. Basic experience in the use of Microsoft Office, especially Excel, and Word.

n. CAD Operator:

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 24 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Education: Individual shall possess a High school diploma, GED, or trade/industrial or correspondence school in CAD.

Experience: Experience shall include the following: Five (5) years practical experience in utilizing AutoCAD. Three (3) years' experience drawing Navy systems according to Navy Drawing practices and standards and experience in the use of blueprint and technical manual drawings to produce camera ready artwork suitable for inclusion in documentation. Experience may be gained concurrently.

o. Technical Writer:

Education: Individual shall possess a Bachelor's Degree in Communications, English or Journalism from an accredited college or university. In lieu of the education requirement, individuals shall have an additional five (5) years of experience may be substituted for a degree.

Experience: Experience shall include the following: Two (2) years of experience in the preparation of varied types of technical documentation on Naval ship systems, in addition to experience in the detailed information search and interpretation of technical data in the preparation of technical documentation.

p. Technical Illustrator:

Education: Individual shall possess a degree in Graphic Design, Art or similar study from an accredited college or university.

Experience: Experience shall include the following: Two (2) years of experience in providing graphic design support including planning, analyzing, and creating visual solutions to communicate messages through print and electronic media. One (1) year of experience with graphic illustrations, photography, and print layout techniques using Adobe Photoshop, Illustrator and premier software and experience using Microsoft Office including PowerPoint and two (2) years of experience with knowledge of Navy programs, organizations, and functions. Experience may be gained concurrently.

q. Training Development Specialist:

Education: Individual shall possess a high school diploma or GED. Individual shall be a graduate of military "A" or "C" schools.

Experience: Experience shall include the following: Ten (10) years of experience of instructional design in the ILE and five (5) years of experience in media production techniques and methods may be substituted for the active duty Navy, Navy instructor, and Navy specific ILE requirements. Five (5) years of experience as Navy instructor and achieved the title of Master Training Specialist, five (5) years of experience with instructional design for the U.S. Navy Interactive Learning Environment (ILE) and three (3) years of experience in media production techniques and methods. Experience may be gained concurrently.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 25 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Carderock Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment
- (2) X, Lease/Rental of Facilities
- (3) Y, Construction of Structures and Facilities
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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

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

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

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

CDRL No.	Title	Data Item Description
A001	Contracting Officer's Management Report	DI-MGMT-81864
A002	Travel Report (CDRL A002)	DI-MGMT-81943
A003	Contractor Personnel Roster	DI-MGMT-81834A
A004	Other Direct Costs (ODCs) Report	DI-FNCL-81866

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 26 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(NAVSEA) (JUN 1994)

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

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

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

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

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

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

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate

specifications or standards will be incorporated into the contract.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 27 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PD-C01 ON-SITE SAFETY AND ENVIRONMENTAL AWARENESS TRAINING (NOV 2015)

(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the documents entitled, “Philadelphia Division Environmental Policy and Commitment” and “Philadelphia Division Occupational Safety and Health Policy Statement” within 30 days of commencing performance at Naval Surface Warfare Center Philadelphia Division (NSWCPD). These documents are available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

(c) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

(d) The contractor shall certify by e-mail to Paul Breeden (paul.breeden@navy.mil) that on-site employees have read the “Philadelphia Division Environmental Policy and Commitment” and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

(e) The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Voluntary Protection Program (VPP) Awareness Training within 30 days of commencing performance at NSWCPD. This document is available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

(f) The contractor shall certify by e-mail to Al D’Imperio (albert.dimperio@navy.mil) that employees have read the “Philadelphia Division Occupational Safety and Health Policy Statement” and taken the VPP awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employees name, work site, and contract number.

(g) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCPD for review by the OSH Office (Al D’Imperio). If a contractor’s injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by the OSH Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment (PPE) or training will be required.

(h) The contractor shall post their OSHA 300 Logs in a conspicuous place where employee notices are customarily posted immediately upon commencing performance at NSWCPD.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 28 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(i) Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years within 30 days of commencing performance at NSWCPD for review by the OSH Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and were not directly supervised in day-to-day activities by the command.

(j) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCPD to the OSH Office.

(k) The contractor shall ensure that all contractor work at NSWCPD is in accordance with the OSH Program Manual (NAVSSESINST 5100.14). The OSH Program Manual is available at:

<https://navsea.portal.navy.mil/wc/pnbc-code10/Safety/default.aspx>

Note:

- 1) Contractors must request an "iNAVY" account to access the documents online. Instructions are as follows:
 - a. <https://inavy.accessrequest.portal.navy.mil/>
 - b. select EMAIL Certificate<<<<-----
 - c. select Association (CIV, CTR or MILITARY)
 - d. enter work phone number
 - e. UIC number: 64498 (entering this will auto-populate the next box to "NSWC Philadelphia") – then hit "NEXT"
 - f. sponsor: NAVSEA
 - g. sponsor activity: NSWC Philadelphia
 - h. submit your request (you do not need to enter a justification)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 29 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

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

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Ship all reports/data to the following address:

Naval Surface Warfare Center Philadelphia Division

5001 South Broad Street

Building 4 3rd Floor

Philadelphia, PA 19112

Attn: Paul LaFountain, Code 311

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 30 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 31 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/19/2016 - 9/18/2017
7001	9/19/2016 - 9/18/2017
7002	9/19/2016 - 9/18/2017
7003	9/19/2016 - 9/18/2017
7004	9/19/2016 - 9/18/2017
7005	9/19/2016 - 9/18/2017
7006	9/19/2016 - 9/18/2017
7007	9/19/2016 - 9/18/2017
7008	9/19/2016 - 9/18/2017
7009	9/19/2016 - 9/18/2017
7010	9/22/2016 - 9/21/2017
7011	9/22/2016 - 9/21/2017
7012	9/22/2016 - 9/21/2017
7013	9/22/2016 - 9/21/2017
7014	9/22/2016 - 9/21/2017
7015	9/22/2016 - 9/21/2017
7016	9/28/2016 - 9/27/2017
7017	9/28/2016 - 9/27/2017
7018	9/30/2016 - 9/29/2017
7019	12/7/2016 - 12/6/2017
7020	12/27/2016 - 12/26/2017
7021	12/27/2016 - 12/26/2017
7022	12/27/2016 - 12/26/2017
7023	1/12/2017 - 1/11/2018
7024	1/12/2017 - 1/11/2018
7025	1/12/2017 - 1/11/2018
7026	2/13/2017 - 9/18/2017
7027	3/16/2017 - 8/15/2017
7028	3/16/2017 - 9/29/2017
7029	3/16/2017 - 9/30/2017
7030	3/16/2017 - 9/18/2017
7031	3/16/2017 - 9/18/2017
7032	3/16/2017 - 9/18/2017
7033	3/16/2017 - 9/18/2017
7034	3/16/2017 - 9/18/2017
7035	3/16/2017 - 9/18/2017
7036	3/16/2017 - 9/18/2017
7037	3/17/2017 - 9/18/2017
7038	4/4/2017 - 10/2/2017
7039	4/4/2017 - 3/9/2018
7040	4/4/2017 - 9/30/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 32 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7041	4/4/2017 - 3/23/2018
7042	4/28/2017 - 3/15/2018
7043	4/28/2017 - 9/18/2017
7044	6/5/2017 - 9/30/2017
7045	6/16/2017 - 9/18/2017
7046	6/16/2017 - 9/18/2017
7047	6/16/2017 - 9/18/2017
7048	6/16/2017 - 3/23/2018
7049	7/20/2017 - 3/23/2018
7100	7/21/2017 - 9/18/2018
7101	7/20/2017 - 3/23/2018
7102	7/20/2017 - 6/26/2018
7103	7/20/2017 - 9/30/2017
7104	7/20/2017 - 6/26/2018
7105	7/20/2017 - 9/30/2017
7106	7/20/2017 - 6/30/2018
7107	7/20/2017 - 6/30/2018
7108	7/20/2017 - 6/30/2018
7109	7/20/2017 - 6/30/2018
7110	7/20/2017 - 7/14/2018
7111	7/20/2017 - 7/13/2018
7112	7/28/2017 - 3/31/2018
7113	7/28/2017 - 7/3/2018
7114	7/28/2017 - 12/1/2017
7115	8/2/2017 - 7/19/2018
9000	9/19/2016 - 9/18/2017
9001	9/19/2016 - 9/18/2017
9002	9/19/2016 - 9/18/2017
9003	9/19/2016 - 9/18/2017
9004	9/19/2016 - 9/18/2017
9005	9/19/2016 - 9/18/2017
9006	9/19/2016 - 9/18/2017
9007	9/22/2016 - 9/21/2017
9008	12/7/2016 - 12/6/2017
9009	12/27/2016 - 12/26/2017
9010	12/27/2016 - 12/28/2017
9011	1/12/2017 - 1/11/2018
9012	1/12/2017 - 1/11/2018
9013	3/16/2017 - 8/15/2017
9014	3/17/2017 - 9/18/2017
9015	4/4/2017 - 4/3/2018
9016	6/16/2017 - 3/23/2018
9100	7/21/2017 - 9/18/2018
9101	7/20/2017 - 9/30/2017
9102	7/20/2017 - 6/30/2018
9103	7/20/2017 - 7/14/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 33 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9104

7/28/2017 - 12/1/2017

SHIP TO ADDRESS:

Ship all data item deliverables to the Contracting Officer's Representative (COR) as specified in the task order.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 34 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The COR for this contract is:

Paul Lafountain

paul.lafountain@navy.mil

215-897-7841

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

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the 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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 35 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

submitting payment requests and receiving reports in WAWF for this contract/order:

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

Cost Voucher

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

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

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

Destination/Destination

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N64498
Admin DoDAAC	S3915A
Inspect By DoDAAC	N64498
Ship To Code	See Section F
Ship From Code	N/A
Mark For Code	See Section D
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N64498
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	N/A

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

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 36 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

in the system.

paul.lafountain@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.

Kimberly Carnevale

Kimberly.Carnevale@navy.mil

(215) 897-1174

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

(End of clause)

HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

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

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

252.204-0001 Line Item Specific: Single Funding. (SEP2009)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 37 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

Accounting Data

SLINID	PR Number	Amount
7001	130059454200001	██████████
LLA :		
AA 1761804 8B2B 251 VU021 0 050120 2D 000000 A00003596025		
Incremental Funding TI FY16-01		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7002	130059451600001	██████████
LLA :		
AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596258		
Incremental Funding TI FY16-02		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7003	130059451800001	██████████
LLA :		
AC 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596322		
Incremental Funding TI FY16-02		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7004	130059451900001	██████████
LLA :		
AD 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596323		
Incremental Funding TI FY16-02		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7005	130059880000001	██████████
LLA :		
AE 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003628162		
Incremental Funding TI FY16-02		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7006	130059940900001	██████████
LLA :		
AF 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003631803		
Incremental Funding TI FY16-02		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7007	130059426600001	██████████
LLA :		
AG 1761804 60BA 253 00060 R 068732 2D C4BBWC 636776S1CP4Q		
Standard Number: N0006016RC4BBWC		
Incremental Funding TI FY16-03		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		
7008	130059885600001	██████████
LLA :		
AH 1761804 8U5N 251 VUS00 0 050120 2D 000000 A00003627292		
Incremental Funding TI FY16-04		
10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4078	N00178-04-D-4078-EHQ7	17	38 of 56	

7009 130059956500001 [REDACTED]

LLA :

AJ 1761804 8B5B 251 CV312 0 050120 2D 000000 A00003632985
Incremental Funding TI FY16-05

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9001 130059454200002 [REDACTED]

LLA :

AA 1761804 8B2B 251 VU021 0 050120 2D 000000 A00003596025
Incremental Funding TI FY16-01

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9002 130059451600002 [REDACTED]

LLA :

AB 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596258
Incremental Funding TI FY16-02

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9003 130059451800002 [REDACTED]

LLA :

AC 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596322
Incremental Funding TI FY16-02

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9004 130059451900002 [REDACTED]

LLA :

AD 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003596323
Incremental Funding TI FY16-02

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9005 130059426600002 [REDACTED]

LLA :

AG 1761804 60BA 253 00060 R 068732 2D C4BBWC 636776S1CP4Q
Standard Number: N0006016RC4BBWC
Incremental Funding TI FY16-03

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9006 130059885600002 [REDACTED]

LLA :

AH 1761804 8U5N 251 VUS00 0 050120 2D 000000 A00003627292
Incremental Funding TI FY16-04

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

BASE Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 01

7010 130060029800001 [REDACTED]

LLA :

AK 1761804 8B5B 251 VUS00 0 050120 2D 000000 A00003638158
Incremental funding TI FY16-06

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4078	N00178-04-D-4078-EHQ7	17	39 of 56	

7011 130060054300001

LLA :

AL 1761804 8D3D 251 VU021 0 050120 2D 000000 A00003640184
Incremental funding TI FY16-08

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

7012 130060054400001

LLA :

AM 1761804 8D3D 251 VU021 0 050120 2D 000000 A00003640189
Incremental funding TI FY16-08

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

7013 130060054800001

LLA :

AN 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003640627
Incremental funding TI FY16-09

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

7014 130060054900001

LLA :

AP 1761804 8B5B 251 VU021 0 050120 2D 000000 A00003640771
Incremental funding TI FY16-10

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

7015 130060166500001

LLA :

AQ 97X4930 NH1Q 251 77777 0 050120 2F 000000 A00003648723
Incremental funding TI FY16-11

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9007 130060029800002

LLA :

AK 1761804 8B5B 251 VUS00 0 050120 2D 000000 A00003638158
Incremental funding TI FY16-10

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

MOD 01 Funding

Cumulative Funding

MOD 02

7016 130060255400001

LLA :

AR 1761804 8D3D 251 VU021 0 050120 2D 000000 A00003655629
Incremental funding TI FY16-13

10 U.S.C. 2410a is invoked. Funding available for performance for one year after date of award.

7017 130060255500001

LLA :

AS 1761804 8U5N 251 VUS00 0 050120 2D 000000 A00003655631
Incremental funding TI FY16-14

10 U.S.C. 2410a is invoked. Funding available for performance for one year from date of award.

MOD 02 Funding

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 40 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cumulative Funding 3 [REDACTED]

MOD 03

7018 130060255200001 [REDACTED]
 LLA :
 AT 9760300 2520 C2 SP73P FY16 A B C431A FY1618 71AB 253 01 000 1027000000 044411
 Standard Number: HQ0147650785
 Incremental Funding TI FY16-12

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

7019 130061192000001 [REDACTED]
 LLA :
 AU 1771804 8D3D 251 VUS00 0 050120 2D 000000 A00003742148
 Incremental Funding TI 15

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

9008 130061192000002 [REDACTED]
 LLA :
 AU 1771804 8D3D 251 VUS00 0 050120 2D 000000 A00003742148
 Incremental Funding TI 15

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

7020 130061221200001 [REDACTED]
 LLA :
 AV 1761810 81LT 251 VUS00 0 050120 2D 000000 A00003743005
 Incremental Funding TI 17

7021 130061249100001 [REDACTED]
 LLA :
 AW 97X4930 NH1Q 251 77777 0 050120 2F 000000 A00003744952
 Incremental funding TI 19

7022 130061538300001 [REDACTED]
 LLA :
 AX 1761611 6218 251 CV312 0 050120 2D 000000 A00003768317
 Incremental Funding TI 20

9009 130061221200002 [REDACTED]
 LLA :
 AV 1761810 81LT 251 VUS00 0 050120 2D 000000 A00003743005
 Incremental Funding TI 17

9010 130061538300002 [REDACTED]
 LLA :
 AX 1761611 6218 251 CV312 0 050120 2D 000000 A00003768317
 Incremental Funding TI 20

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

7023 130060873500001 [REDACTED]
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4078	N00178-04-D-4078-EHQ7	17	41 of 56	

AY 1761810 M21U 251 00039 0 050120 2D 000000 A00003716588
Incremental funding TI 16

7024 130061552600010

LLA :

AZ 1771804 8M4K 251 00024 0 050120 2D 000000 A00003768822

Incremental funding TI 21

10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

7025 130061545300002

LLA :

BA 1771319 65YV 251 CV378 0 050120 2D 000000 A10003768031

Incremental funding TI 22

9011 130060873500002

LLA :

AY 1761810 M21U 251 00039 0 050120 2D 000000 A00003716588

Incremental funding TI 16

9012 130061552600011

LLA :

AZ 1771804 8M4K 251 00024 0 050120 2D 000000 A00003768822

Incremental funding TI 21 10 U.S.C 2410(a) is hereby invoked. Funding available for performance for one year after date of award.

MOD 06 Funding

Cumulative Funding

MOD 07

7026 130061987300001

LLA :

BB 1771810 81DM 251 VU021 0 050120 2D 000000 A00003804478

Incremental funding TI 23

MOD 07 Funding

Cumulative Funding

MOD 08

7027 130062810000001

LLA :

BC 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003878893

Incremental funding TI 24

7028 130062732300001

LLA :

BD 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003867702

Incremental funding TI 26

7029 130062848500001

LLA :

BE 97X4930 NH1Q 251 77777 0 050120 2F 000000 A00003879474

Incremental funding TI 27

7030 130062868100001

LLA :

BF 1771804 8B2B 251 VUS00 0 050120 2D 000000 A00003880619

Incremental funding TI 28

7032 130062906300001

LLA :

BH 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003882904

Incremental funding TI 29

7033 130062906500001

LLA :

BJ 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003883152

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4078	N00178-04-D-4078-EHQ7	17	42 of 56	

Incremental funding TI 29

7034 130062906500002 [REDACTED]
 LLA :
 BJ 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003883152
 Incremental funding TI 29

7035 130062906500003 [REDACTED]
 LLA :
 BJ 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003883152
 Incremental funding TI 29

7036 130063002700001 [REDACTED]
 LLA :
 BK 1761611 6210 251 CV378 0 050120 2D 000000 A00003890391
 Incremental funding TI 30

7037 130062906200001 [REDACTED]
 LLA :
 BM 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003882903
 See TI 29

9013 130062810000002 [REDACTED]
 LLA :
 BC 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003878893
 Incremental funding TI 24

9014 130062732300002 [REDACTED]
 LLA :
 BD 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003867702
 Incremental funding TI 26

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

7038 130062842800001 [REDACTED]
 LLA :
 BN 1771810 81KN 251 V4X00 0 050120 2D 000000 A00003878976
 Incremental funding TI 25
 10 U.S.C. 2410(a) is hereby invoked. Funding available for performance for one year after effective date of Mod 09

7039 130063123200001 [REDACTED]
 LLA :
 BP 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00003899522
 Incremental funding TI 32
 10 U.S.C. 2410(a) is hereby invoked. Funding available for performance for one year after effective date of Mod 09

7040 130063284000001 [REDACTED]
 LLA :
 BQ 1761611 6210 251 CV378 0 050120 2D 000000 A00003912141
 Incremental funding TI 33
 10 U.S.C. 2410(a) is hereby invoked. Funding available for performance for one year after effective date of Mod 09

7041 130063331900001 [REDACTED]
 LLA :
 BR 1771804 8U5N 251 V5S00 0 050120 2D 000000 A00003916146
 Incremental funding TI 34
 10 U.S.C. 2410(a) is hereby invoked. Funding available for performance for one year after effective date of Mod 09

9015 130063284000002 [REDACTED]
 LLA :
 BQ 1761611 6210 251 CV378 0 050120 2D 000000 A00003912141
 Incremental funding TI 33
 10 U.S.C. 2410(a) is hereby invoked. Funding available for performance for one year after effective date of Mod 09

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 43 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 09 Funding 234533.60
Cumulative Funding 4807892.05

MOD 10

7042 130063726700001 [REDACTED]
LLA :
BS 1761810 81CC 251 VU021 0 050120 2D 000000 A00003947812
Incremental funding TI 36

10 U.S.C. 2410(a) is hereby invoked.

7043 130063273400001 [REDACTED]
LLA :
BT 1771804 8B5B 251 CV312 0 050120 2D 000000 A00003910884
Incremental funding TI 35

10 U.S.C 2410(a) is hereby invoked.

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

7044 130064585300001 [REDACTED]
LLA :
BU 1771804 8B2B 252 240V6 0 050120 2D 000000 A00004013895
See TI-40.

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

7045 130064351400001 [REDACTED]
LLA :
BV 1771810 81DM 252 VU021 0 050120 2D 000000 A00003997083
Incremental funding in support of TI-FY17-37

7046 130064640600001 [REDACTED]
LLA :
BW 1741611 1224 252 SH400 0 050120 2D 000000 A00004018562
Incremental funding in support of TI-FY17-39

7047 130063997000001 [REDACTED]
LLA :
BX 1771611 8560 251 240V6 0 050120 2D 000000 A00003969840
Standard Number: N0002417WX08202
Incremental funding in support of TI-FY17-38

7048 130064780100001 [REDACTED]
LLA :
BY 1771804 8C6C 252 240V0 0 050120 2D 000000 A00004027378
Standard Number: N0002417WX08953
Incremental funding in support of TI-FY17-34rev1

9016 130064780100002 [REDACTED]
LLA :
BY 1771804 8C6C 252 240V0 0 050120 2D 000000 A00004027378
Standard Number: N0002417WX08953
Incremental funding in support of TI-FY17-34rev1

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4078	N00178-04-D-4078-EHQ7	17	44 of 56	

MOD 14

7049 130065597800001 [REDACTED]
 LLA :
 BZ 1771804 8C6C 252 240V0 0 050120 2D 000000 A00004081336
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-34 Rev 2.

7101 130065597800001 [REDACTED]
 LLA :
 BZ 1771804 8C6C 252 240V0 0 050120 2D 000000 A00004081336
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-34 Rev 2.

7102 130065301800002 [REDACTED]
 LLA :
 CA 1771810 81GB 251 VU021 0 050120 2D 000000 A10004063049
 See TI-41.

7103 130065293000001 [REDACTED]
 LLA :
 CB 1741611 1224 252 SH400 0 050120 2D 000000 A00004063180
 See TI-42.

7104 130065310400001 [REDACTED]
 LLA :
 CC 1771804 70BD 310 53824 R 060957 2D CK7163 538247VUK019
 Standard Number: R5382417RCK7163
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-43.

7105 130065402800001 [REDACTED]
 LLA :
 CD 1771804 8B5B 252 VUS00 0 050120 2D 000000 A00004069705
 See TI-44.

7106 130065570500001 [REDACTED]
 LLA :
 CE 1771804 8B5B 252 VU021 0 050120 2D 000000 A00004079346
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-45.

7107 130065492800001 [REDACTED]
 LLA :
 CF 1771804 8B5B 252 VUS00 0 050120 2D 000000 A00004074587
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-46.

7108 130065492900001 [REDACTED]
 LLA :
 CG 1771804 8B5B 252 VUS00 0 050120 2D 000000 A00004074588
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-46.

7109 130065493000002 [REDACTED]
 LLA :
 CH 1771804 8B5B 251 VUS00 0 050120 2D 000000 A10004074590
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-46.

7110 130065714600001 [REDACTED]
 LLA :
 CJ 1771804 8B2B 251 VUS00 0 050120 2D 000000 A00004087108
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-48.

7111 130065723400001 [REDACTED]
 LLA :
 CK 1771804 8B5B 251 VUS00 0 050120 2D 000000 A00004087389
 Authority Title 10 USC 2410(a) is hereby invoked. See TI-49.

9101 130065402800002 [REDACTED]
 LLA :
 CD 1771804 8B5B 252 VUS00 0 050120 2D 000000 A00004069705
 See TI-44.

9102 130065570500002 [REDACTED]
 LLA :
 CE 1771804 8B5B 252 VU021 0 050120 2D 000000 A00004079346

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 45 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Authority Title 10 USC 2410(a) is hereby invoked. See TI-45.

9103 130065714600002 [REDACTED]

LLA :

CJ 1771804 8B2B 251 VUS00 0 050120 2D 000000 A00004087108

Authority Title 10 USC 2410(a) is hereby invoked. See TI-48.

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 15

7112 130065609600001 [REDACTED]

LLA :

CL 97X4930 NH1Q 252 77777 0 050120 2F 000000 A00004082043

Standard Number: N0002417WX20143

See TI-47.

7113 130065609700001 [REDACTED]

LLA :

CM 1721611 1224 252 SH400 0 050120 2D 000000 A00004082046

See TI-47.

7114 130065877000001 [REDACTED]

LLA :

CN 1771804 8B5B 251 CV312 0 050120 2D 000000 A00004097337

Authority Title 10 USC 240(a) is hereby invoked. See TI-50.

9104 130065877000002 [REDACTED]

LLA :

CN 1771804 8B5B 251 CV312 0 050120 2D 000000 A00004097337

Authority Title 10 USC 240(a) is hereby invoked. See TI-50.

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 16 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17

7115 130066120400001 [REDACTED]

LLA :

CP 1771804 8B5B 251 CV312 0 050120 2D 000000 A00004112530

Authority 2410a is hereby invoked. See TI-51.

MOD 17 Funding [REDACTED]

Cumulative Funding 6215112.05

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 46 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

PD-H05 - Task Order Process.

Ombudsman Description.

The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCPD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCPD Ombudsman must be forwarded to:

Ms. Irene Katakinski

Email: irene.katakinski@navy.mil

Telephone: 215-897-7596

PD-H04 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2015)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF-86 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a completed investigation that has been favorably adjudicated or a final security clearance. A CAC Card will not be issued to contractors who have an interim security clearance.

b. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

c. Construction badges for contractor personnel that work on-site at one of the NSWC sites will

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 47 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

be good for 60 days.

d. A Facility Access Determination (FAD) will be completed on any contractor that does not have a favorable adjudicated investigation in JPAS and is requesting swipe/non-swipe access to our buildings in excess of 120 days. Any contractor that has unfavorable information that has not been favorably adjudicated by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge.

e. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The Contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

SEA 5252.232-9104 ALLOTMENT OF FUNDS– ALTERNATE I (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The Amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE"(FAR 52.216-8). Award fee amount is subject to the requirements delineated in. 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:

ESTIMATED

Items	Allotted to Cost	Allotted to Fee	Total	Period of Performance
7001	██████████	██████████	██████████	Date of Award – 9/14/2016
7002	██████████	██████████	██████████	Date of Award – 9/14/2016
7003	██████████	██████████	██████████	Date of Award – 9/14/2016

7004	██████████	██████████	██████████	Date of Award – 9/14/2016
7005	██████████	██████████	██████████	Date of Award – 9/14/2016
7006	██████████	██████████	██████████	Date of Award – 9/14/2016
7007	██████████	██████████	██████████	Date of Award – 9/14/2016
7008	██████████	██████████	██████████	Date of Award – 9/14/2016
7009	██████████	██████████	██████████	Date of Award – 9/14/2016
9001	██████████	██	██████████	Date of Award – 9/14/2016
9002	██████████	██	██████████	Date of Award – 9/14/2016
9003	██████████	██	██████████	Date of Award – 9/14/2016
9004	██████████	██	██████████	Date of Award – 9/14/2016
9005	██████████	██	██████████	Date of Award – 9/14/2016
9006	██████████	██	██████████	Date of Award – 9/14/2016

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OFCOST" (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.

(End of Text)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 49 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute abiding 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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 50 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

days of receipt.

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) 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 [REDACTED] of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

5252.237-9106 SUBSTITUTION OF KEY PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 51 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 52 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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 required for any subcontract that-

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

(2) Is fixed-price and exceeds—

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL FOR THE PERFORMANCE OF SERVICES

(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;

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 53 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this 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:

ALL SUBCONTRACT AND TEAMING AGREEMENTS SUBMITTED WITH THE PROPOSAL

(End of Clause)

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.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 54 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.222-2 PAYMENT FOR OVERTIMEPREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

- 1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) Toper form tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4)That will result in lower overall costs to the Government.

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

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

*Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1)through (a)(4) of the clause.

(End of Clause)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 55 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

Clauses Included by Reference

52.217-8 -- Option to Extend the Term of the Contract

52.237-2 -- Protection of Government Buildings Equipment, and Vegetation.

252.203-7003 -- Agency Office of the Inspector General

252.204-7009 -- Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015)

252.204-7012 -- Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ7	AMENDMENT/MODIFICATION NO. 17	PAGE 56 of 56	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A

CDRL 0001 Contracting Officer's Management Report

CDRL 0002 Travel/Trip Report

CDRL 0003 Contractor's Personnel Roster

CDRL 0004 Other Direct Costs Report

Exhibit B

DD254 DoD Contract Security Classification Specification

Attachment 1 Cost Summary Format

Attachment 2 Small Business Participation and Commitment Plan