

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
56

3. EFFECTIVE DATE
19-Apr-2018

4. REQUISITION/PURCHASE REQ. NO.
1300710484

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

DCMA PHILADELPHIA

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4078-EHQ6

10B. DATED (SEE ITEM 13)

15-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)

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)
IAW 5252.237-9106

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

23-Apr-2018

BY (Signature of Contracting Officer)

23-Apr-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

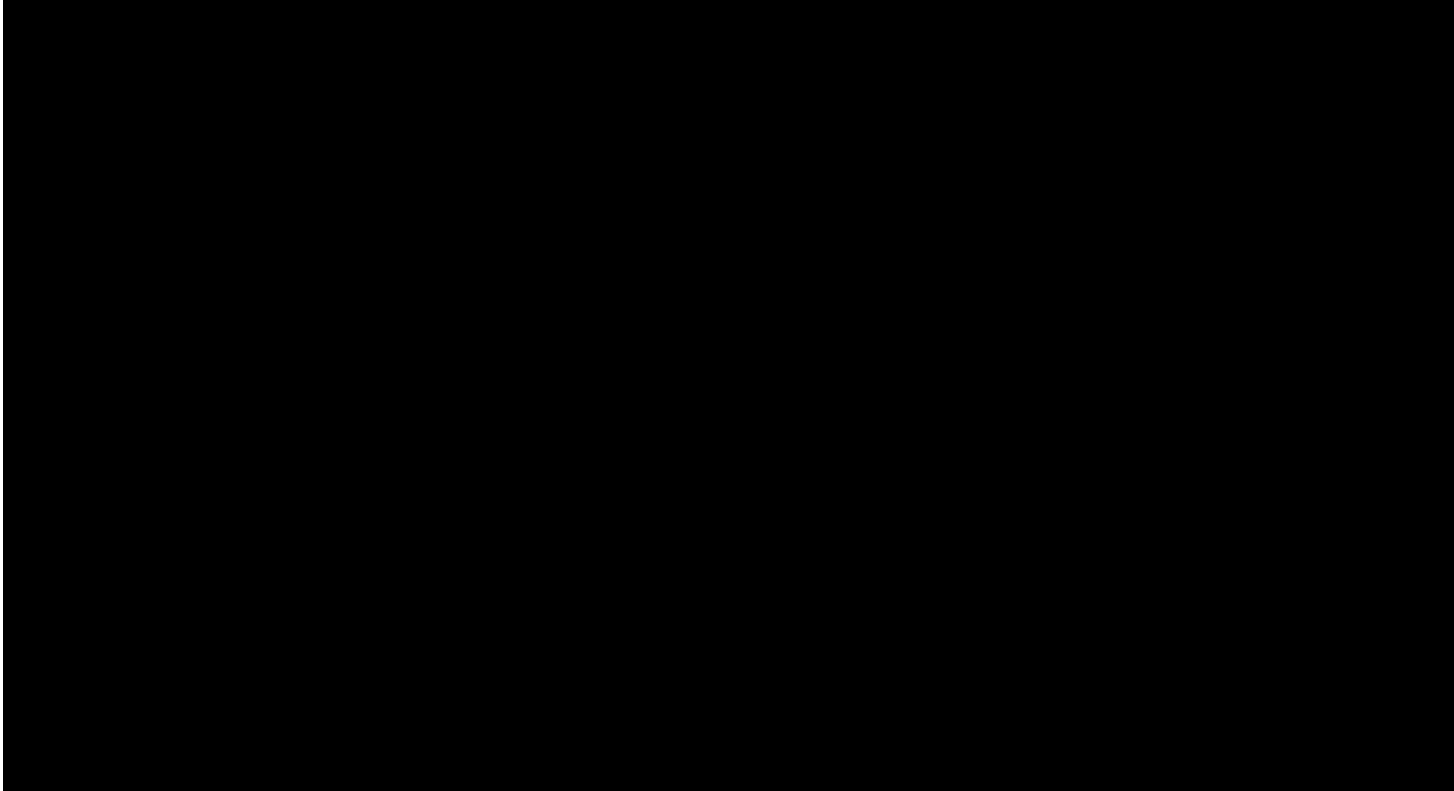
GENERAL INFORMATION

The purpose of this modification is to:

1. Incorporate into Section I, Clause 5252.237-9106 Substitution of Personnel (Sept 1990) as follows:

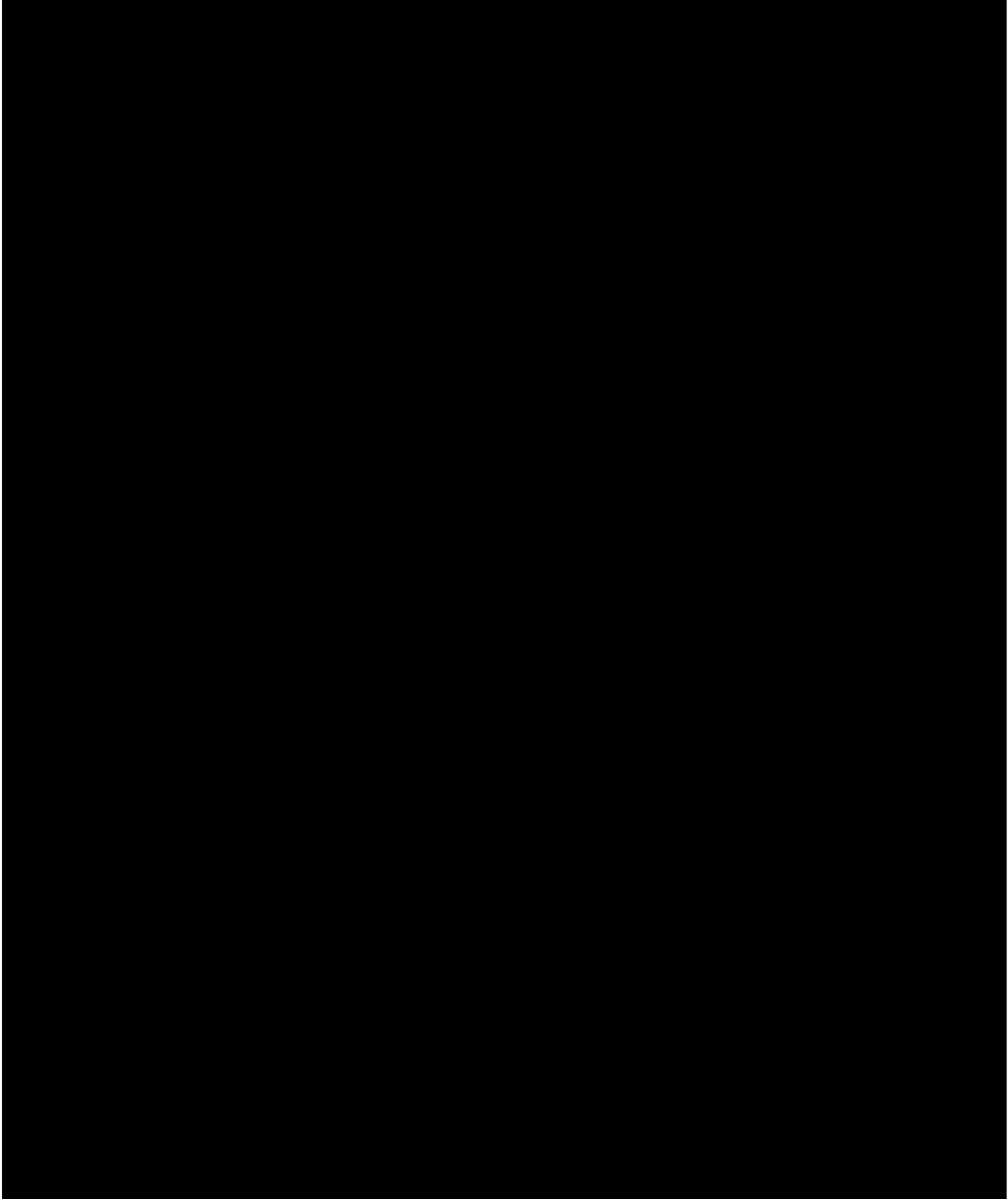
(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution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

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

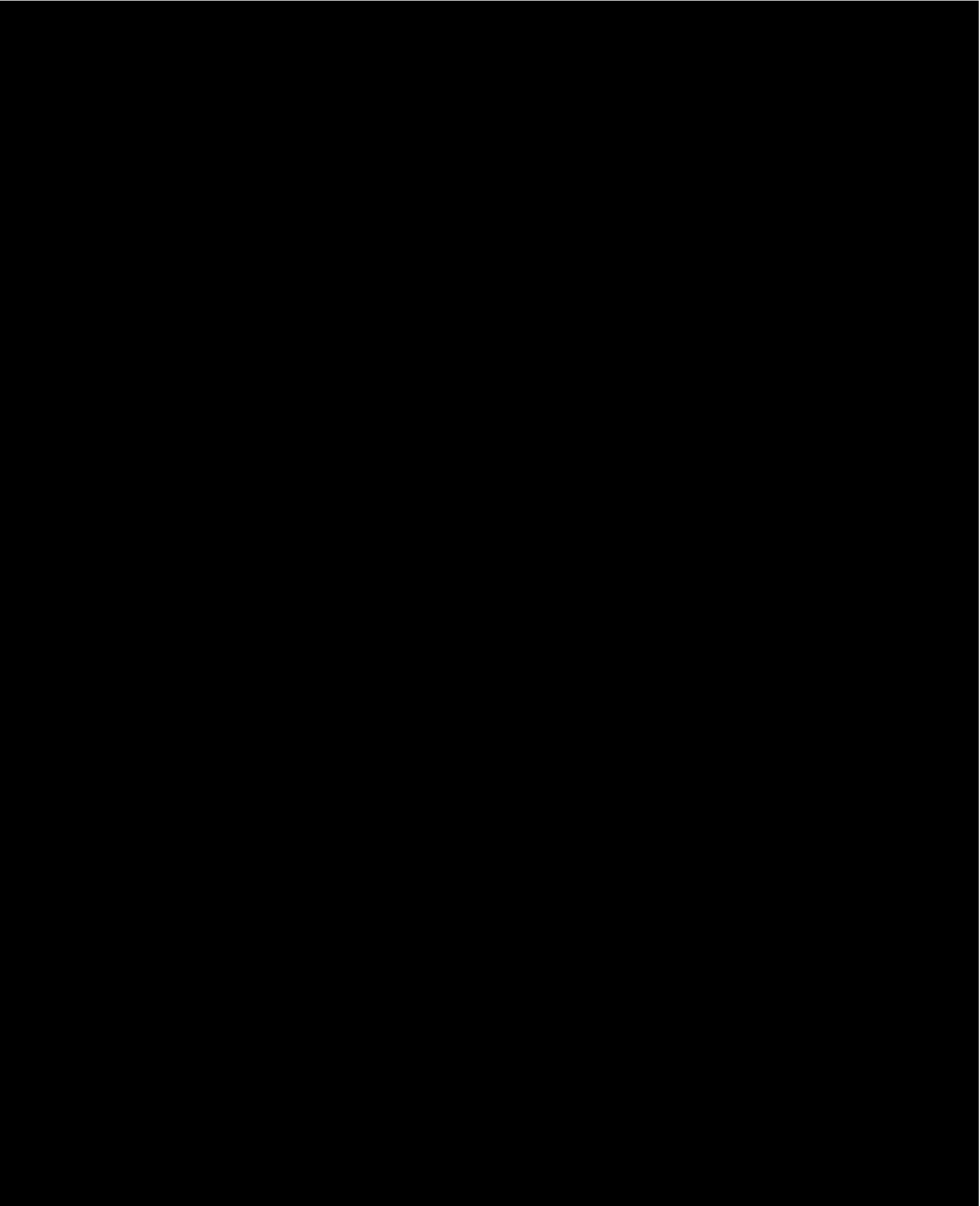


CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 1 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------

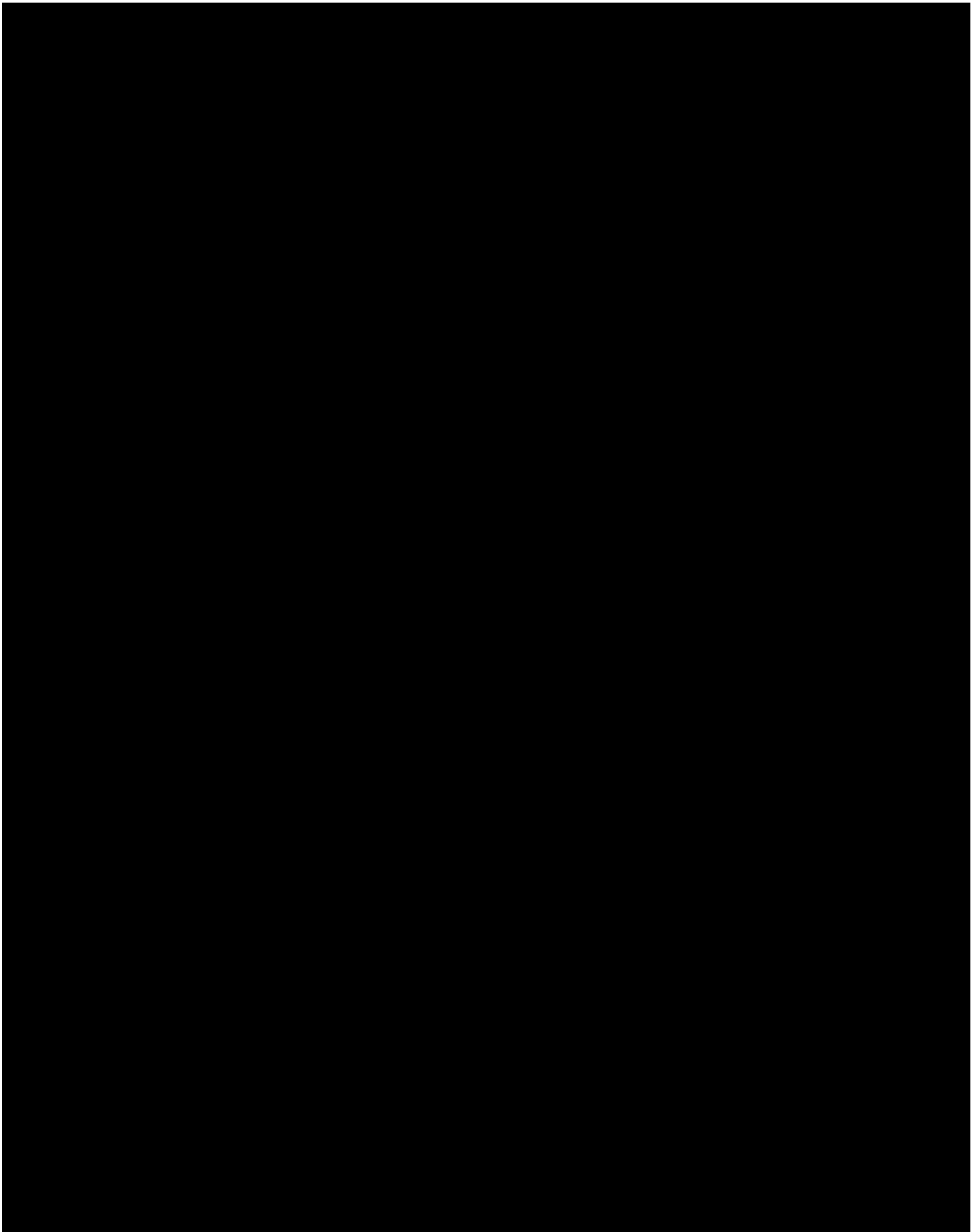
SECTION B SUPPLIES OR SERVICES AND PRICES



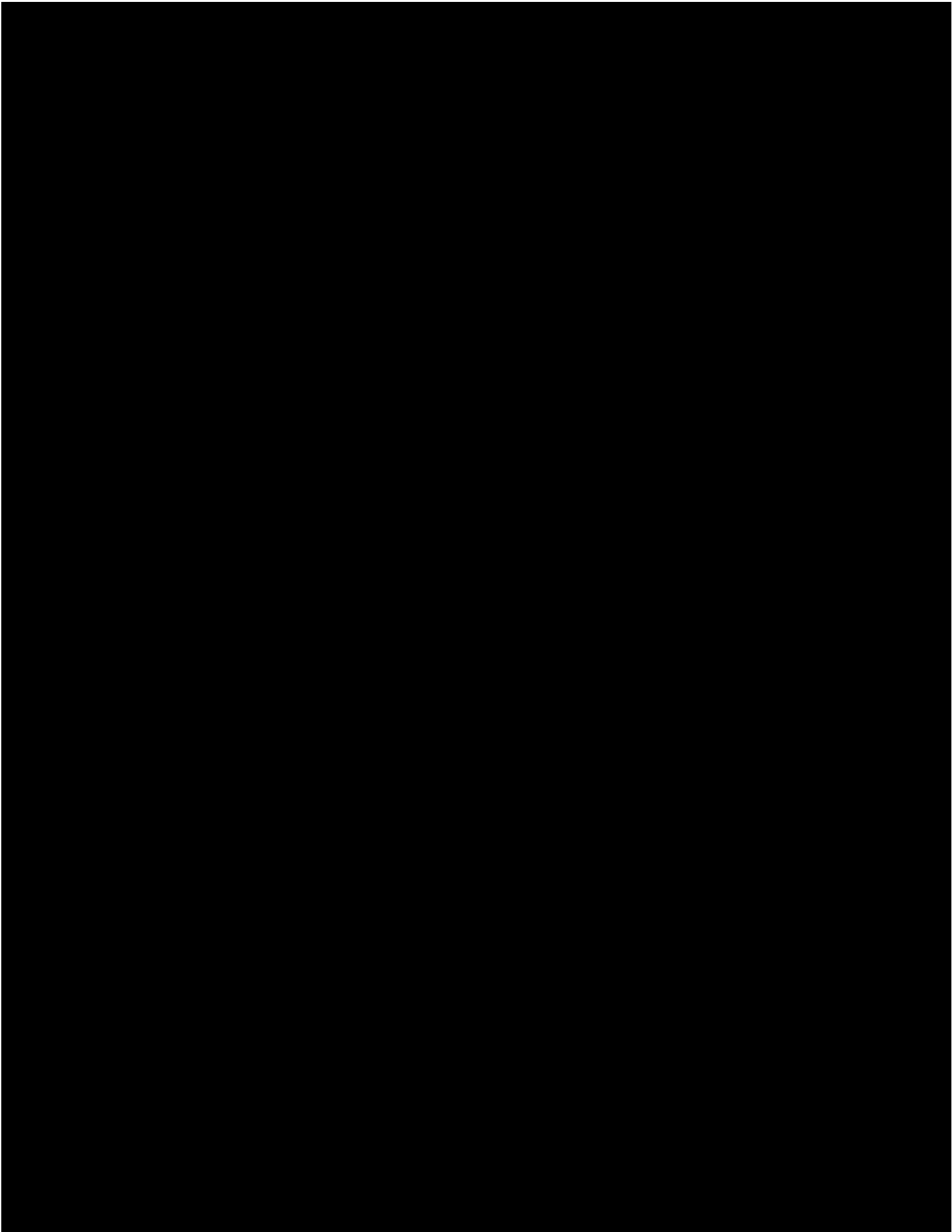
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 2 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



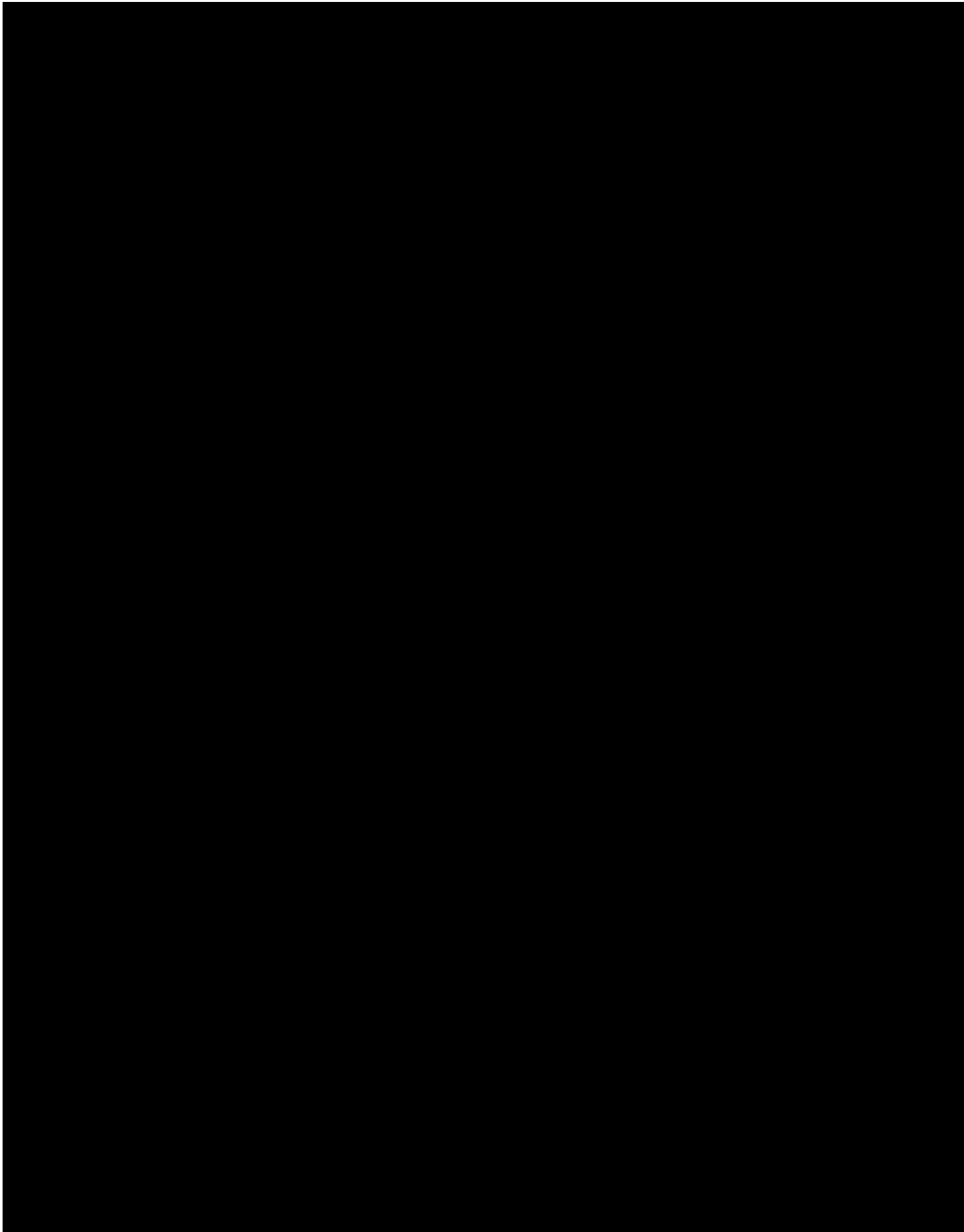
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 3 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



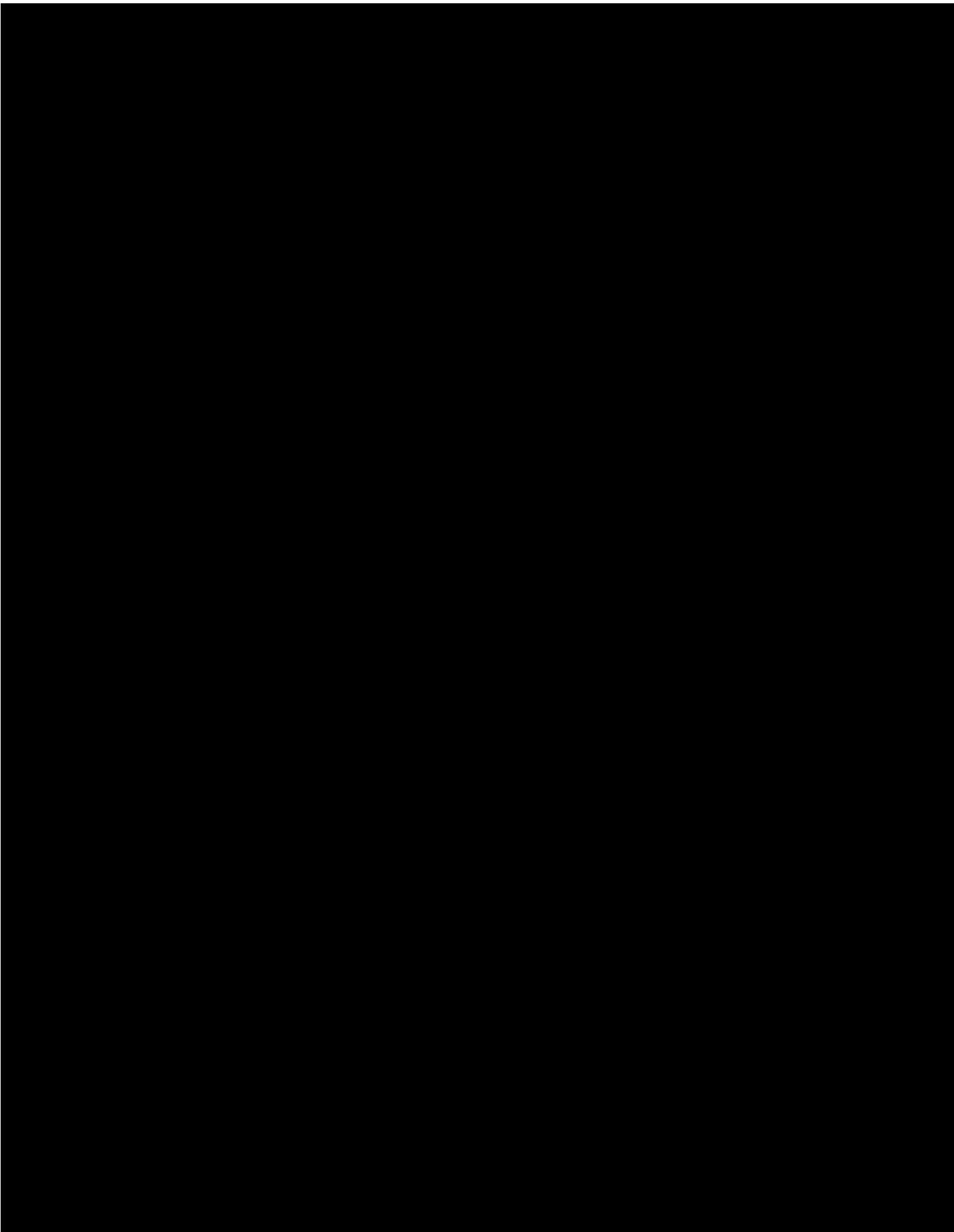
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 4 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



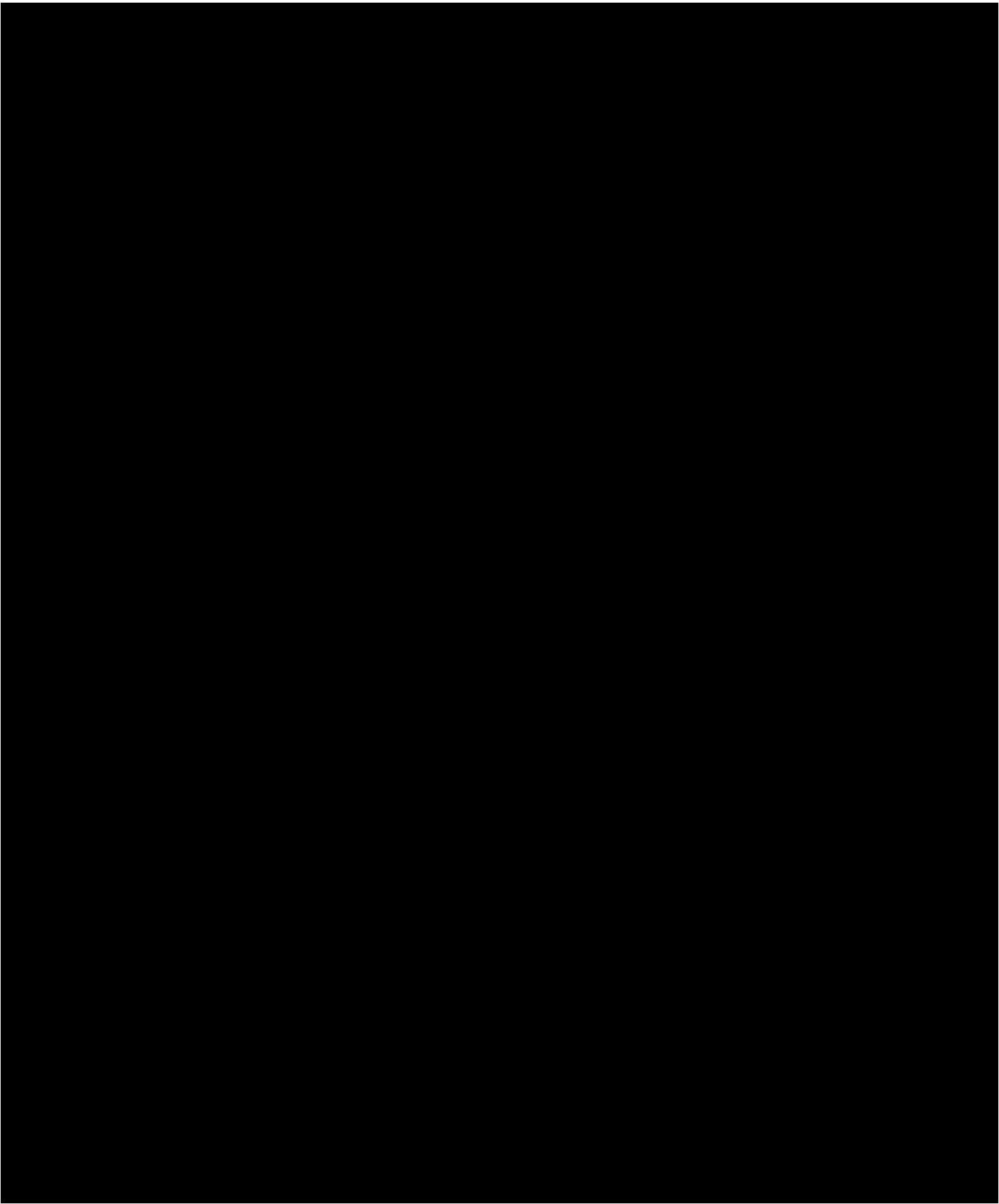
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 5 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



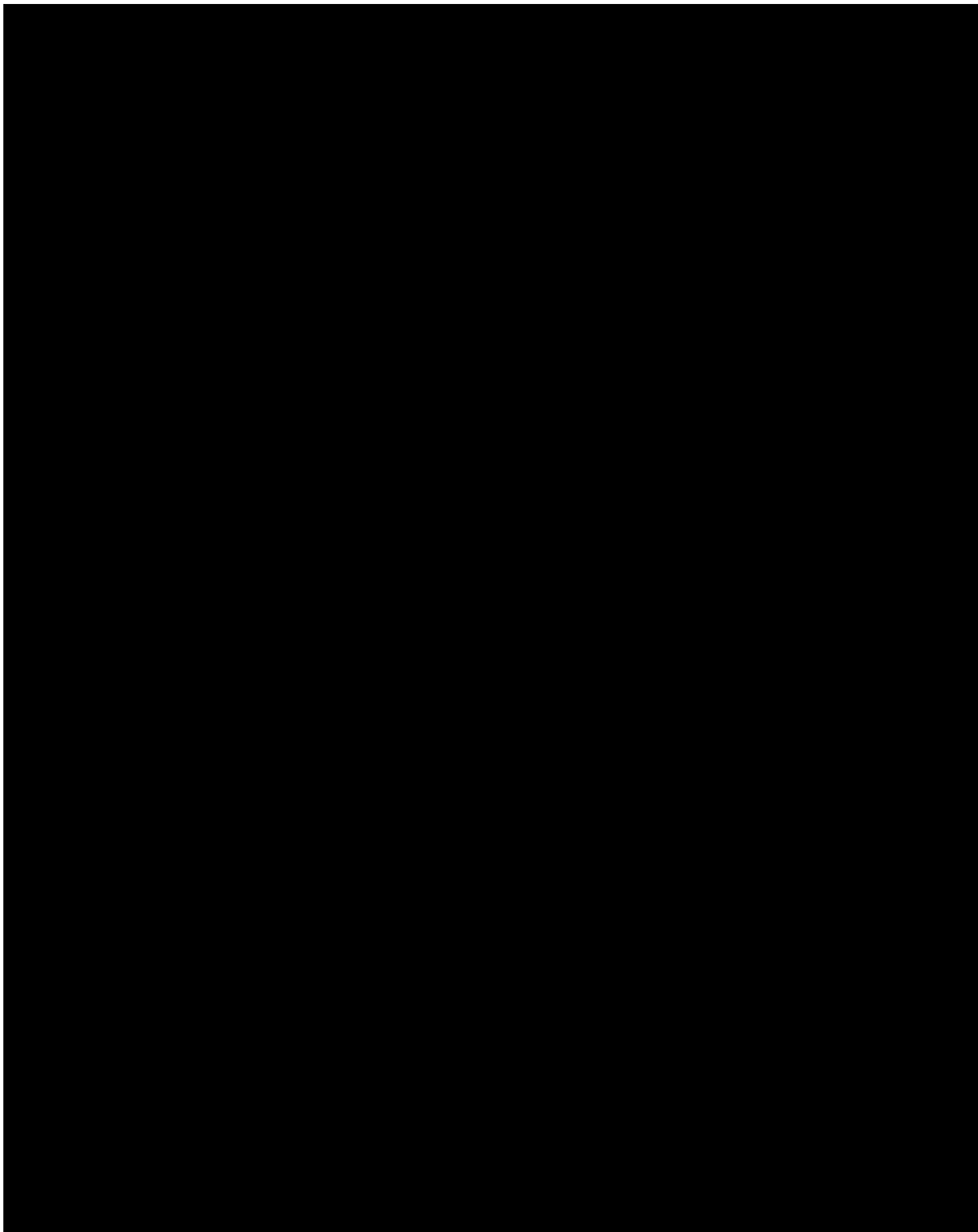
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 6 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



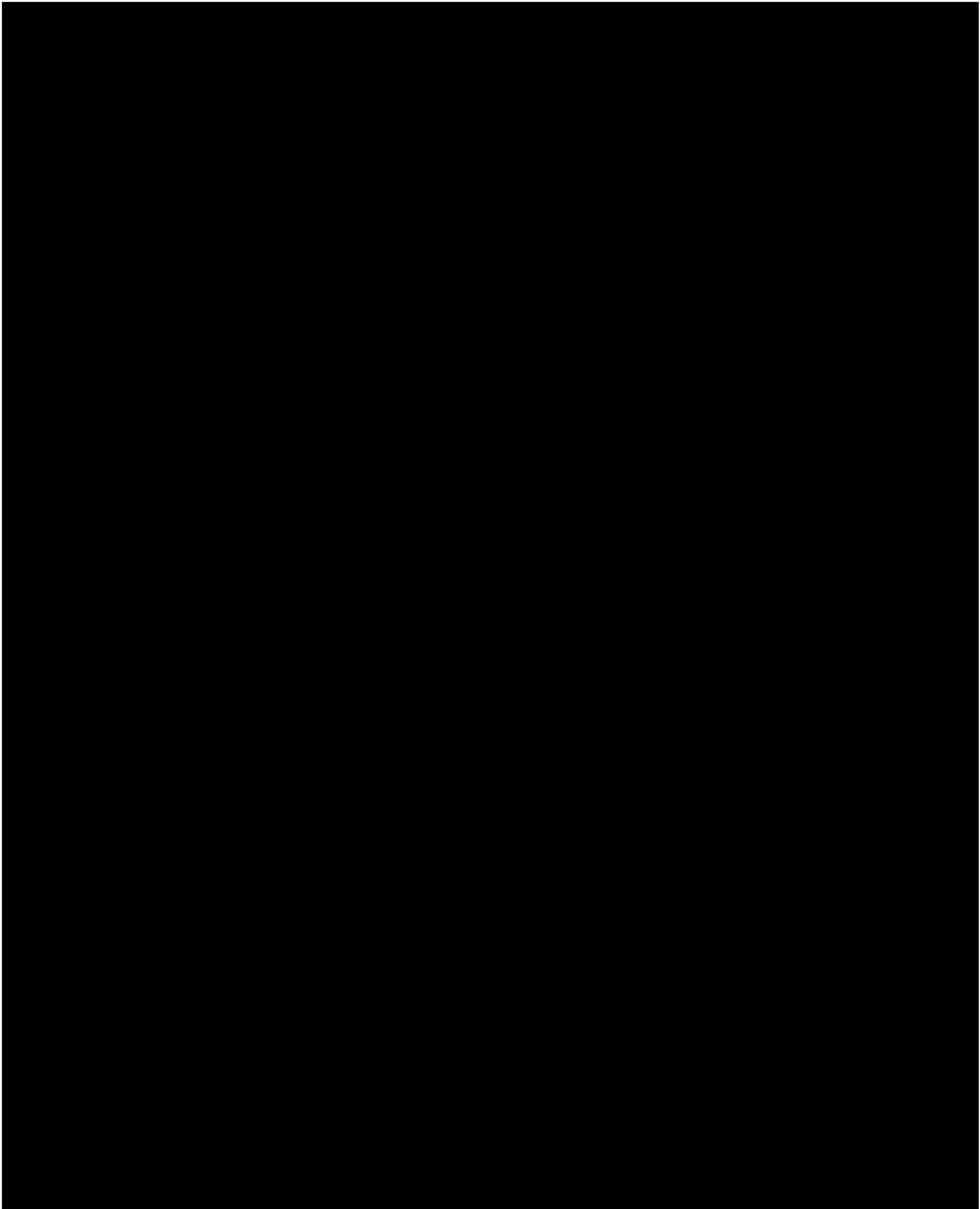
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 7 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



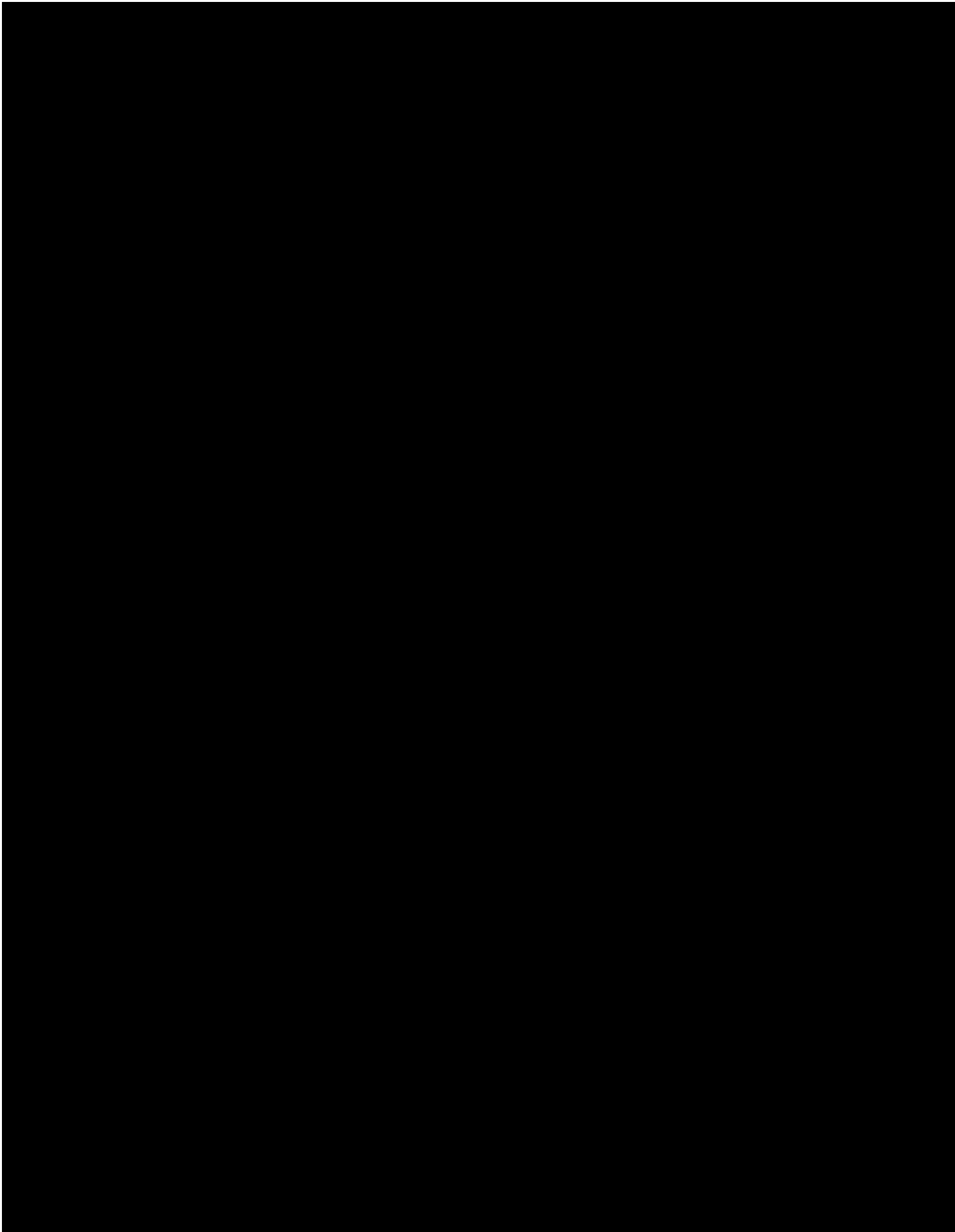
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 8 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



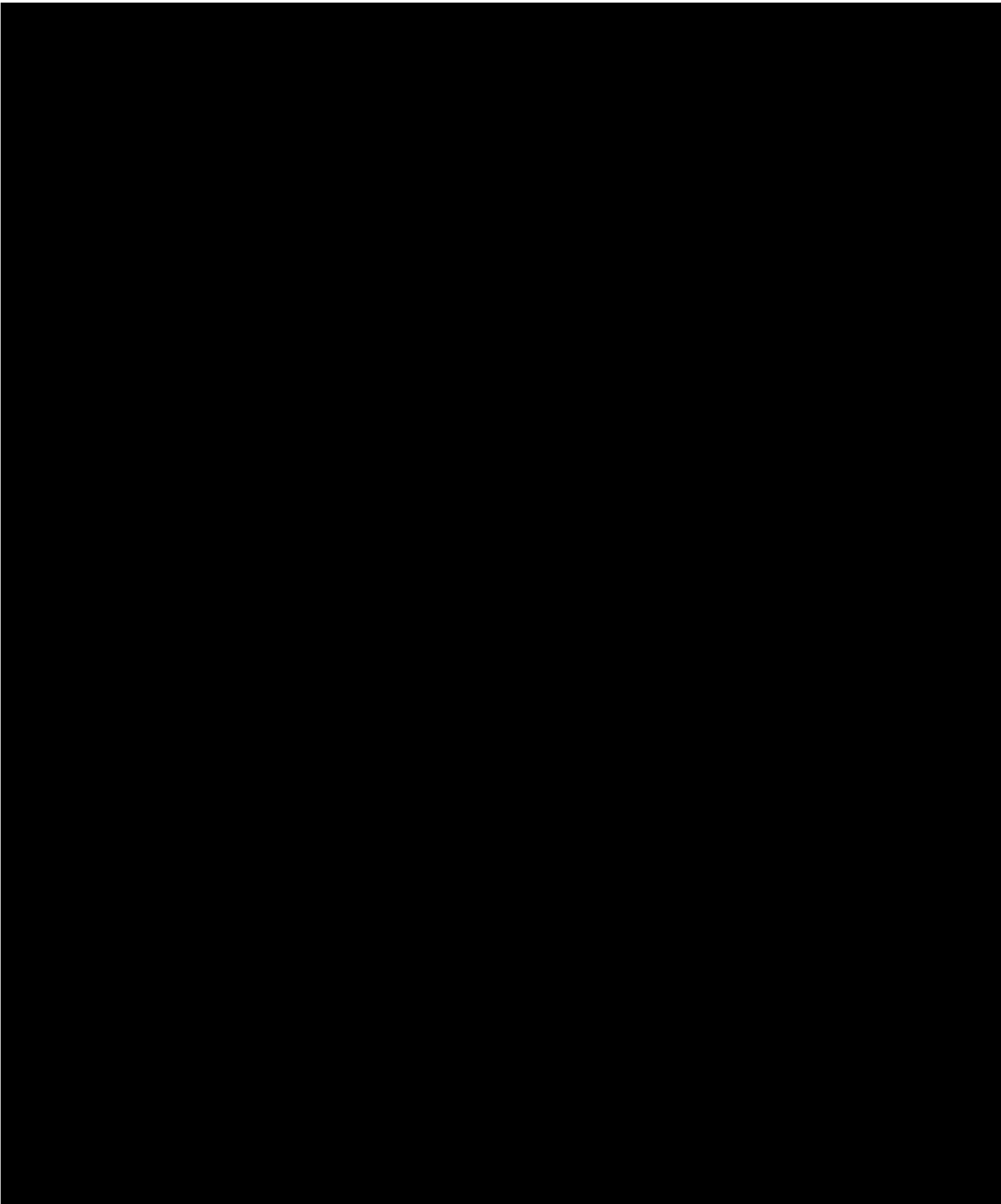
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 9 of 112	FINAL
----------------------------------	---	----------------------------------	------------------	-------



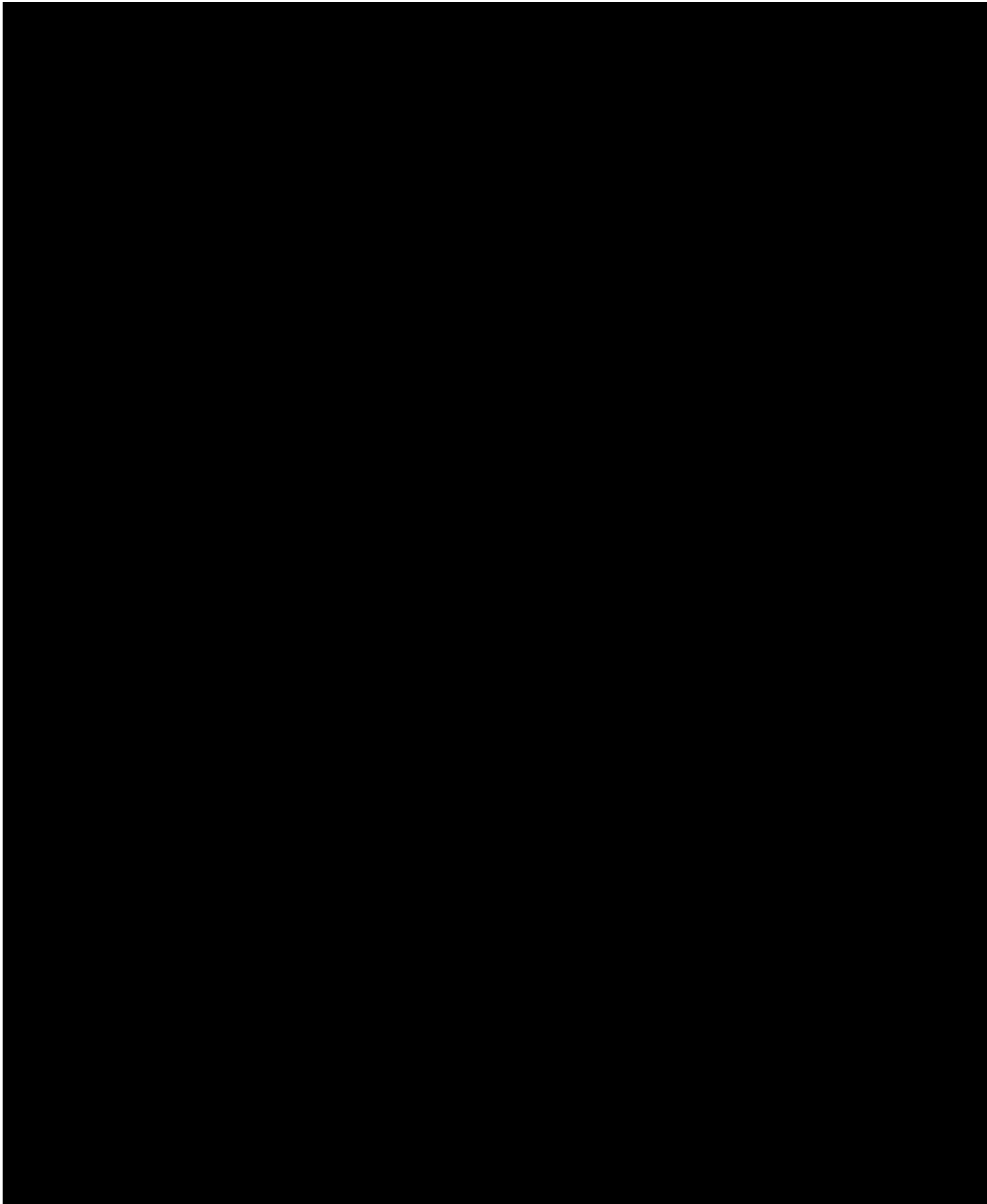
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 10 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



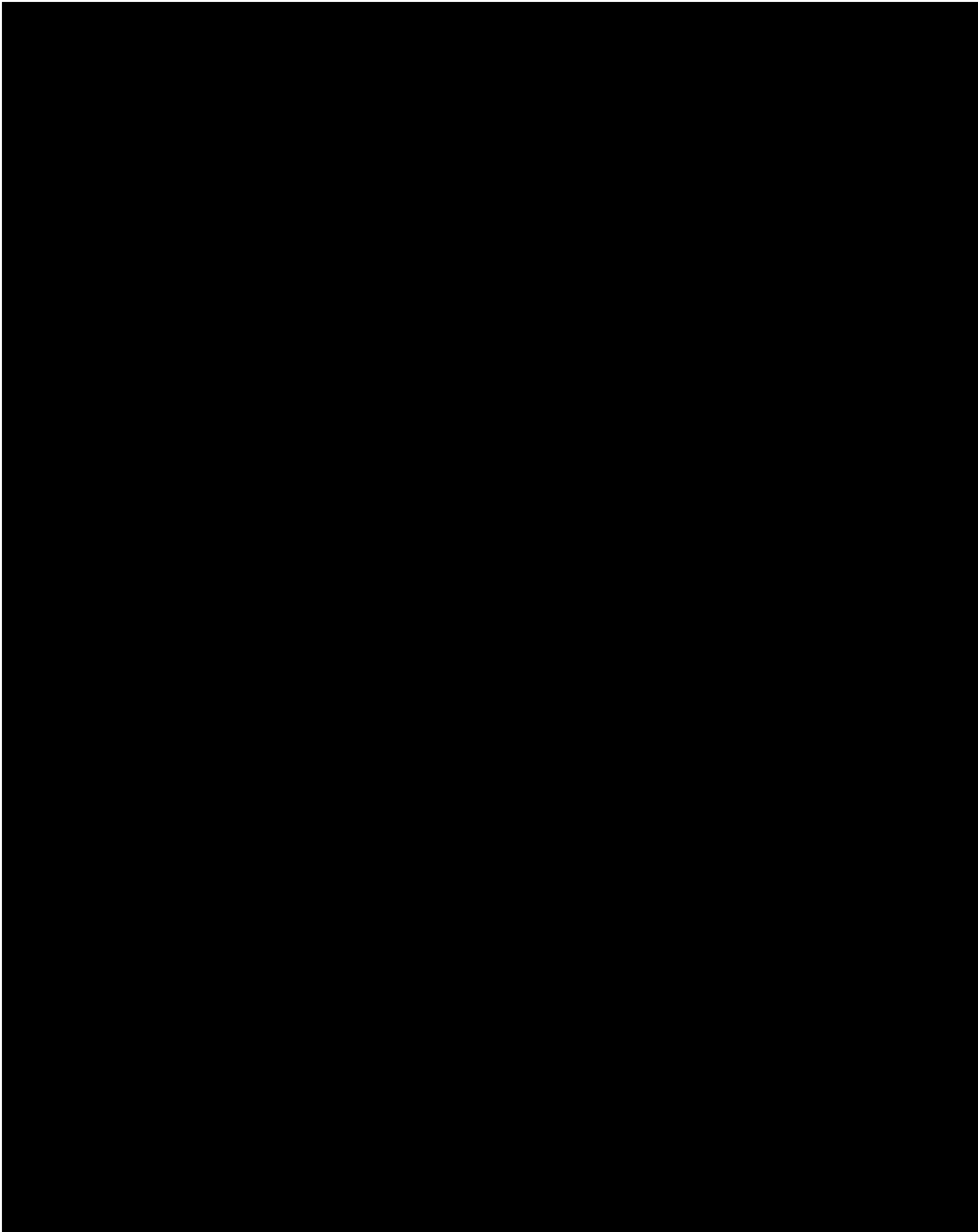
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 11 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



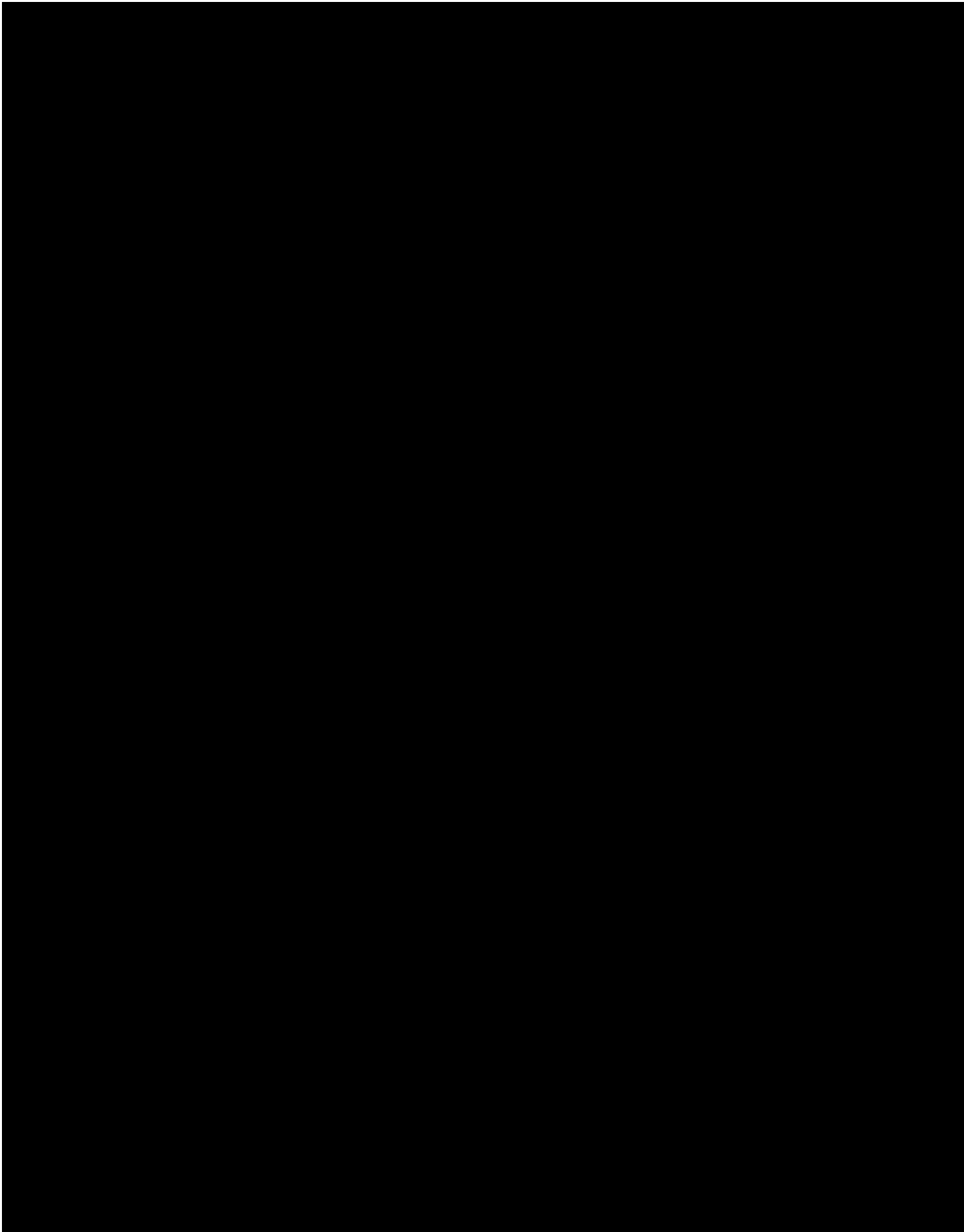
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 12 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



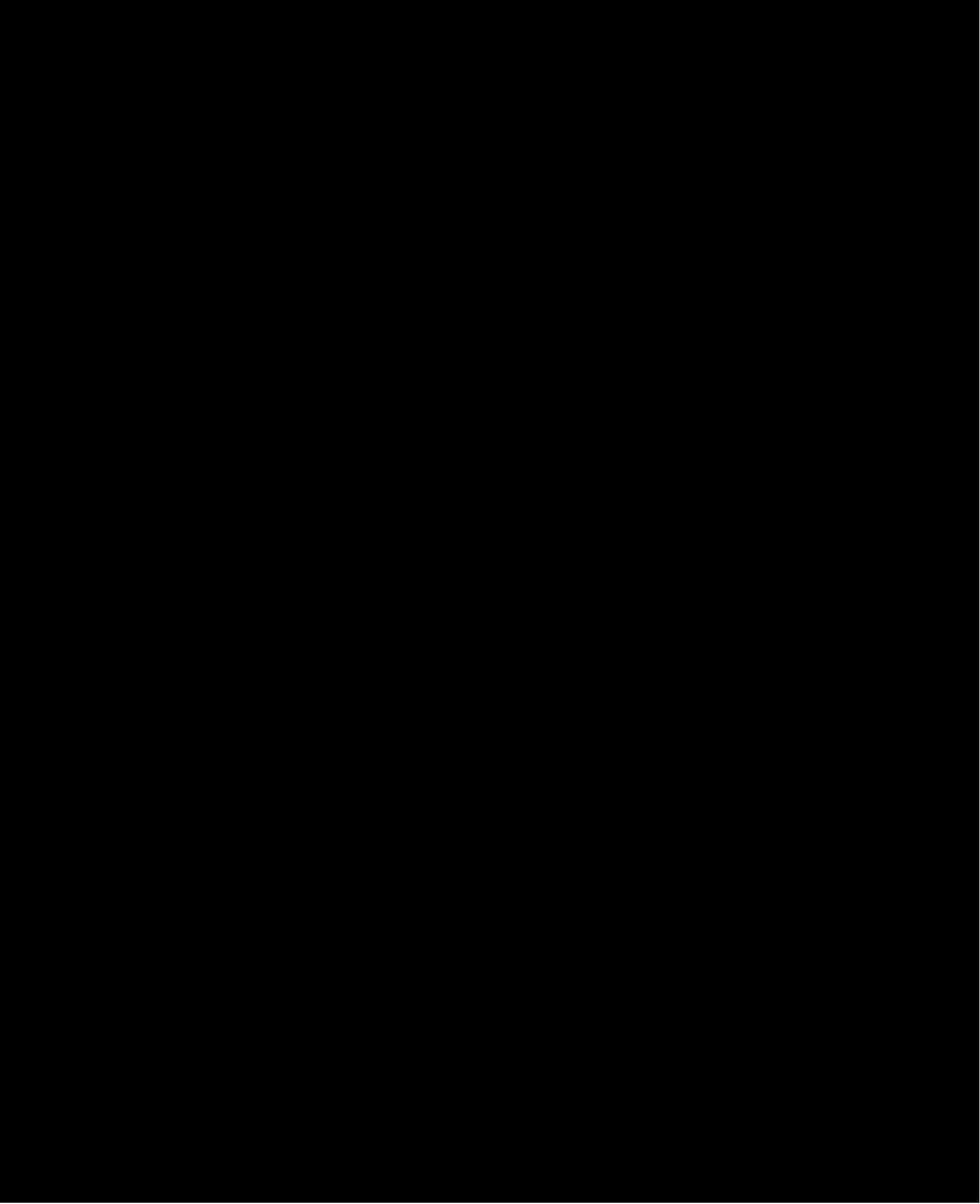
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 13 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



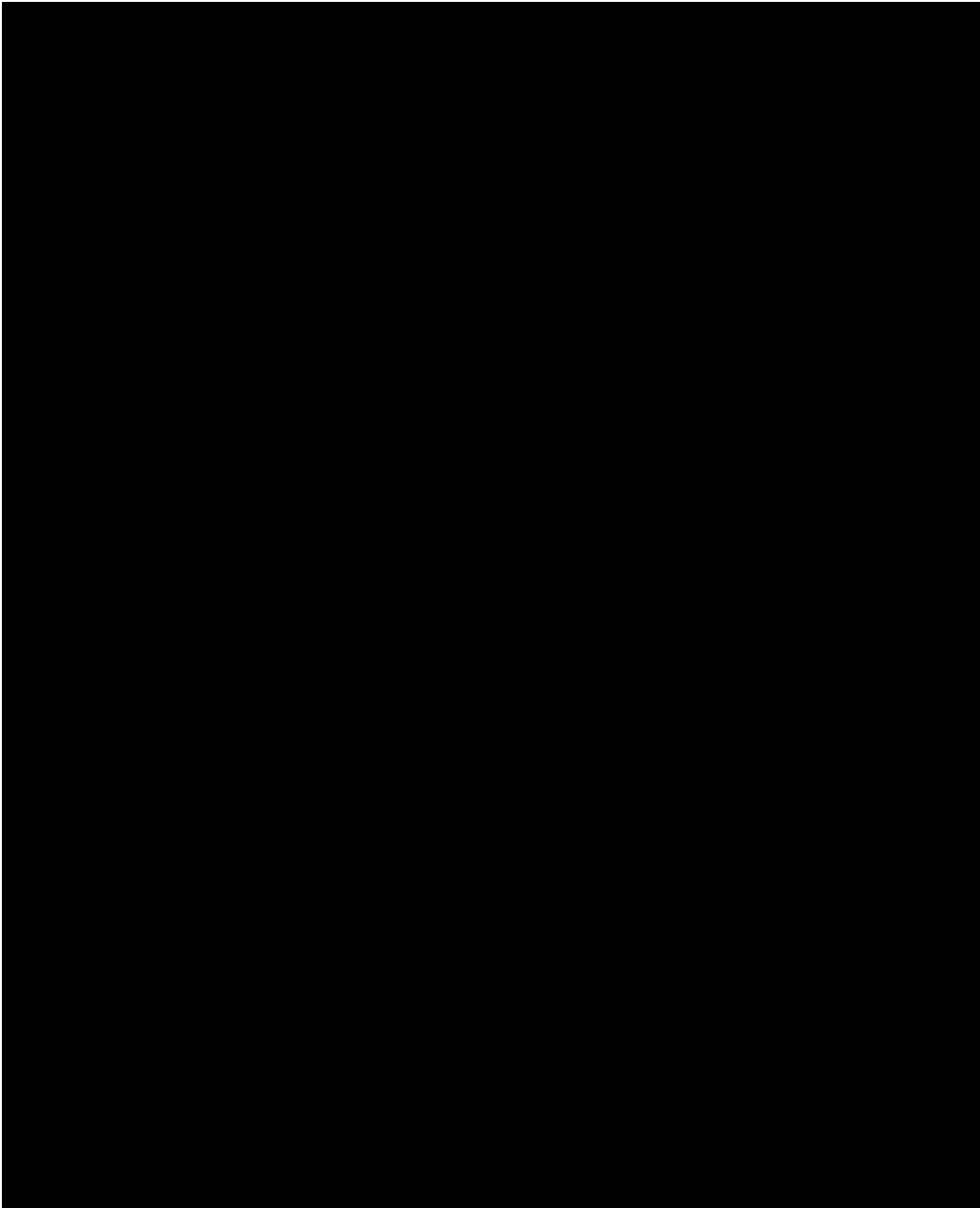
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 14 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



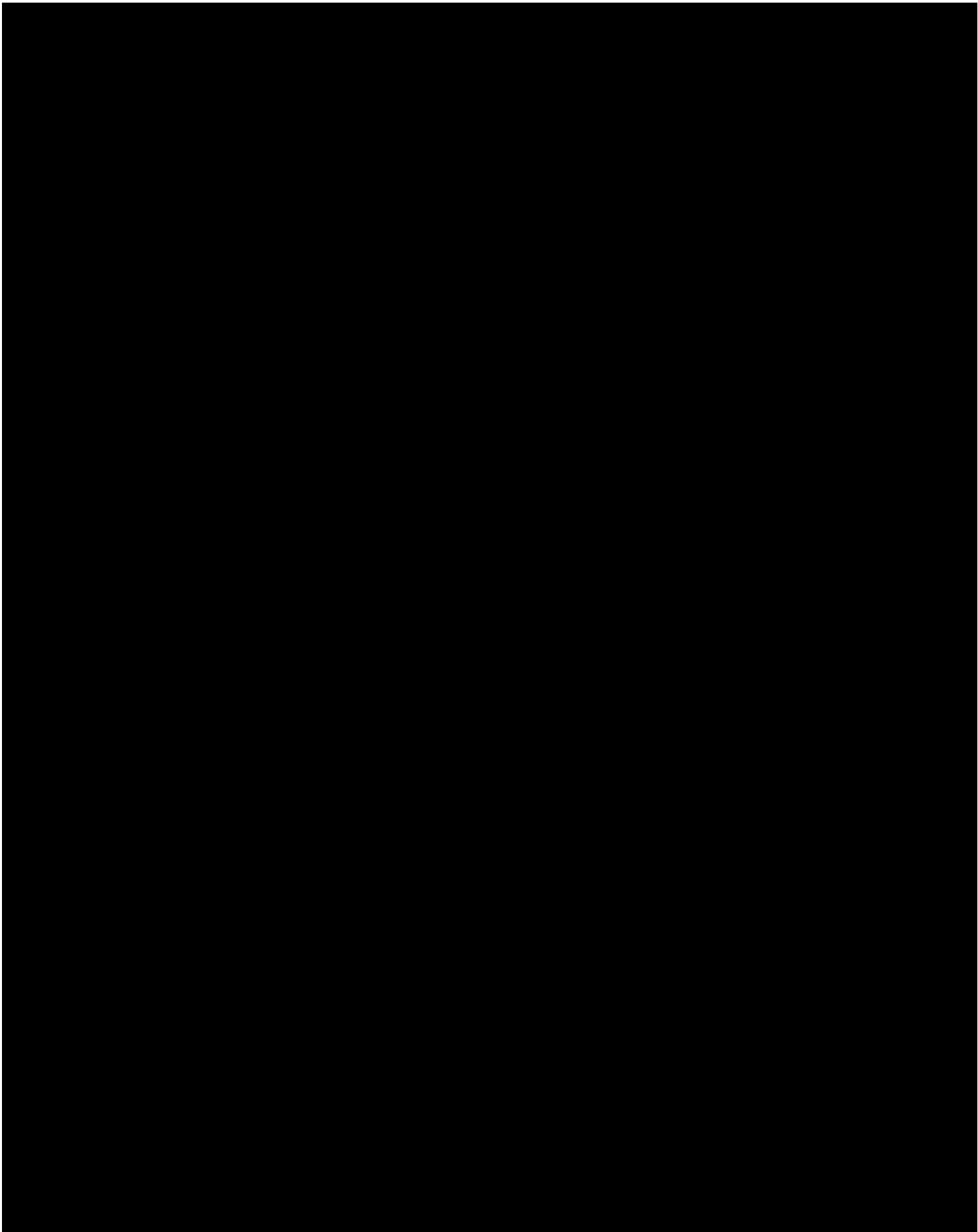
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 15 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



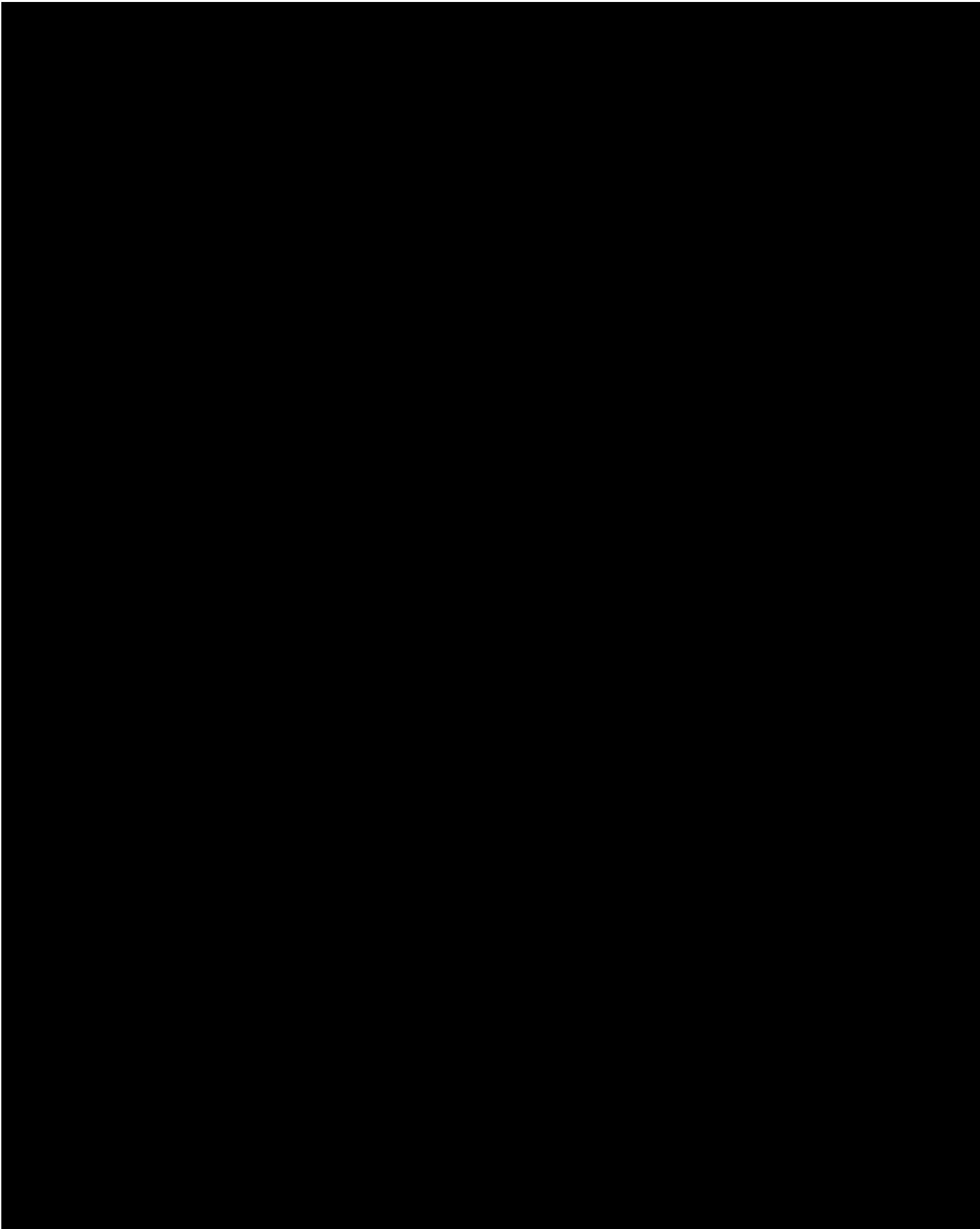
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 16 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



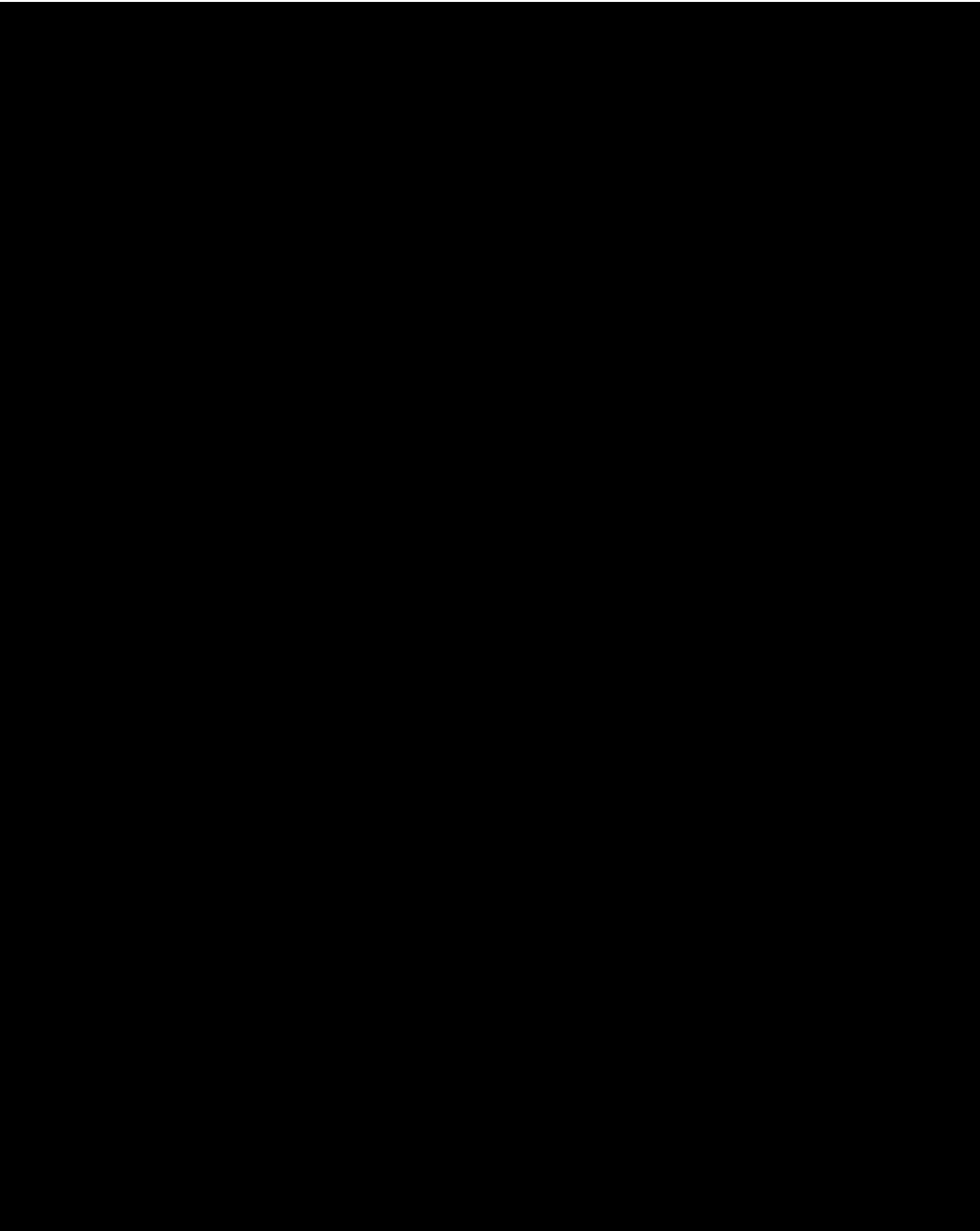
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 17 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



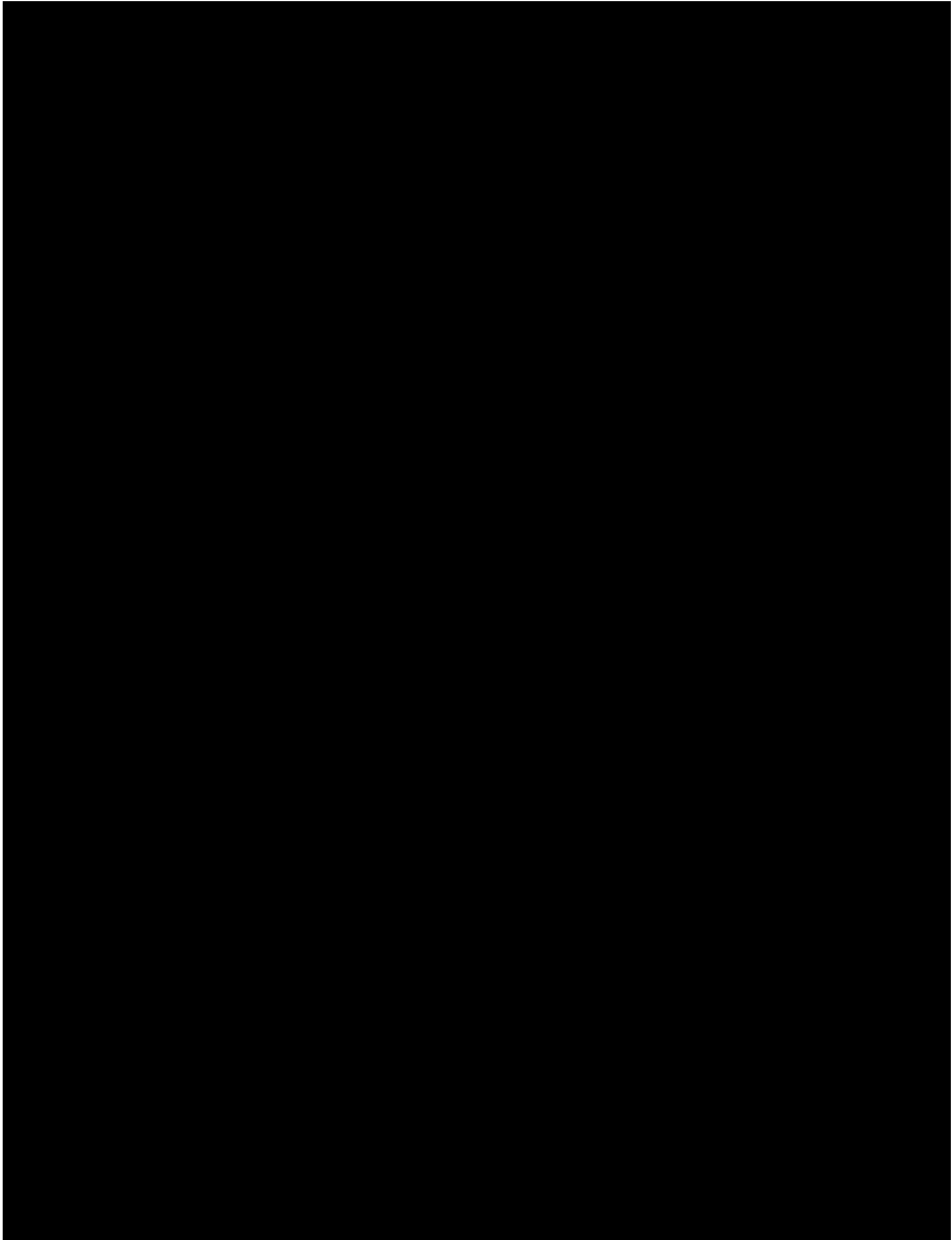
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 18 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



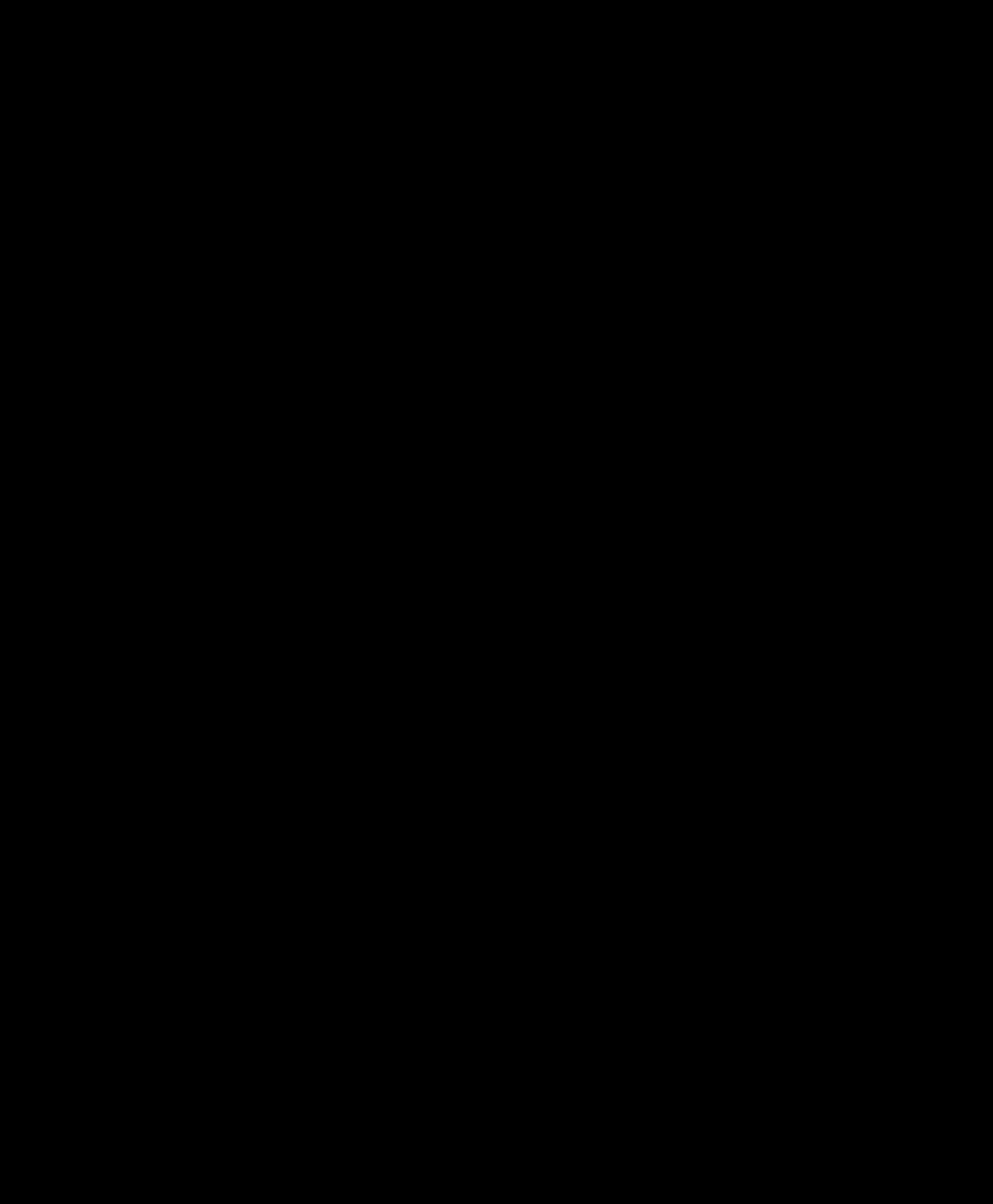
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 19 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



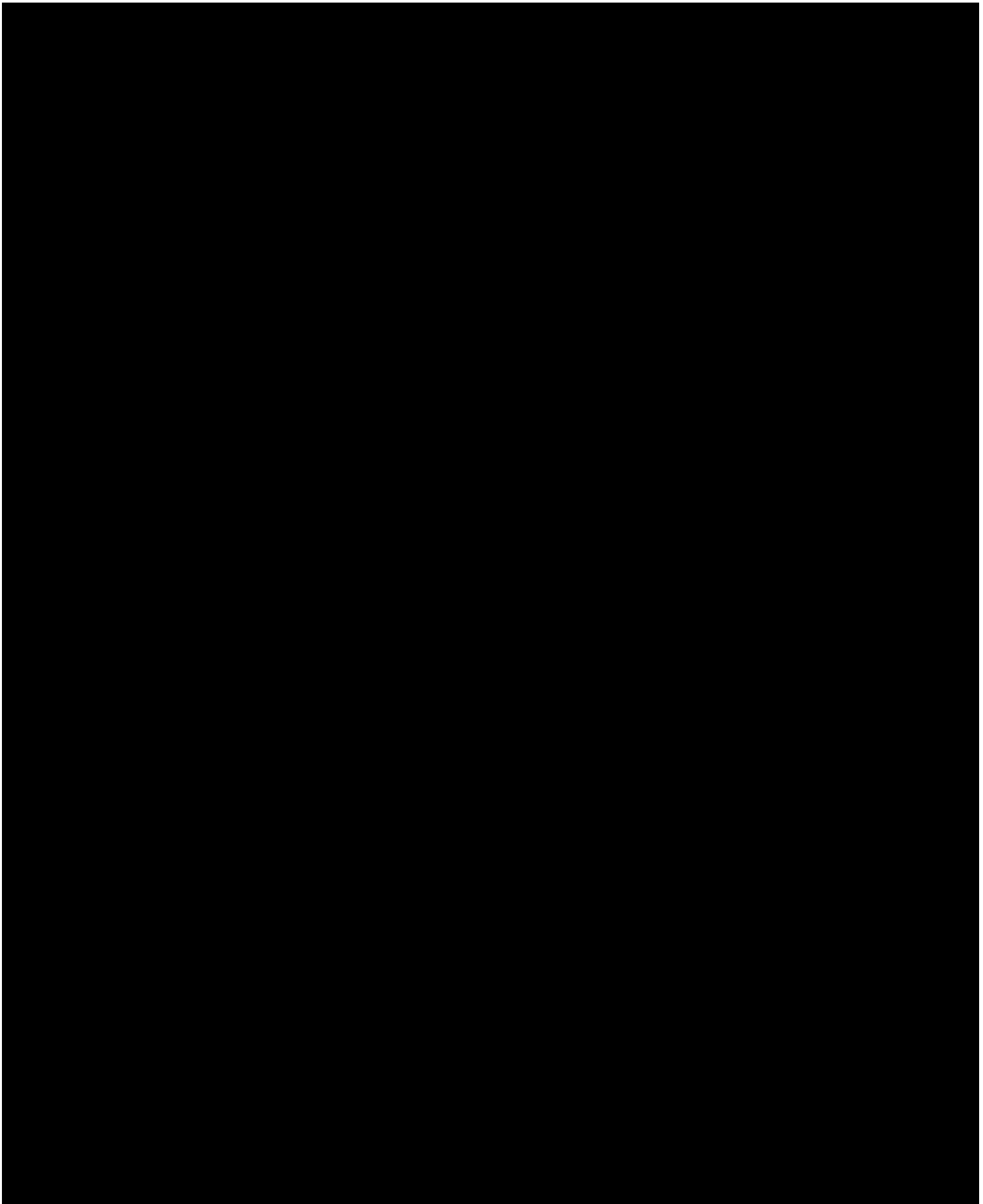
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 20 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



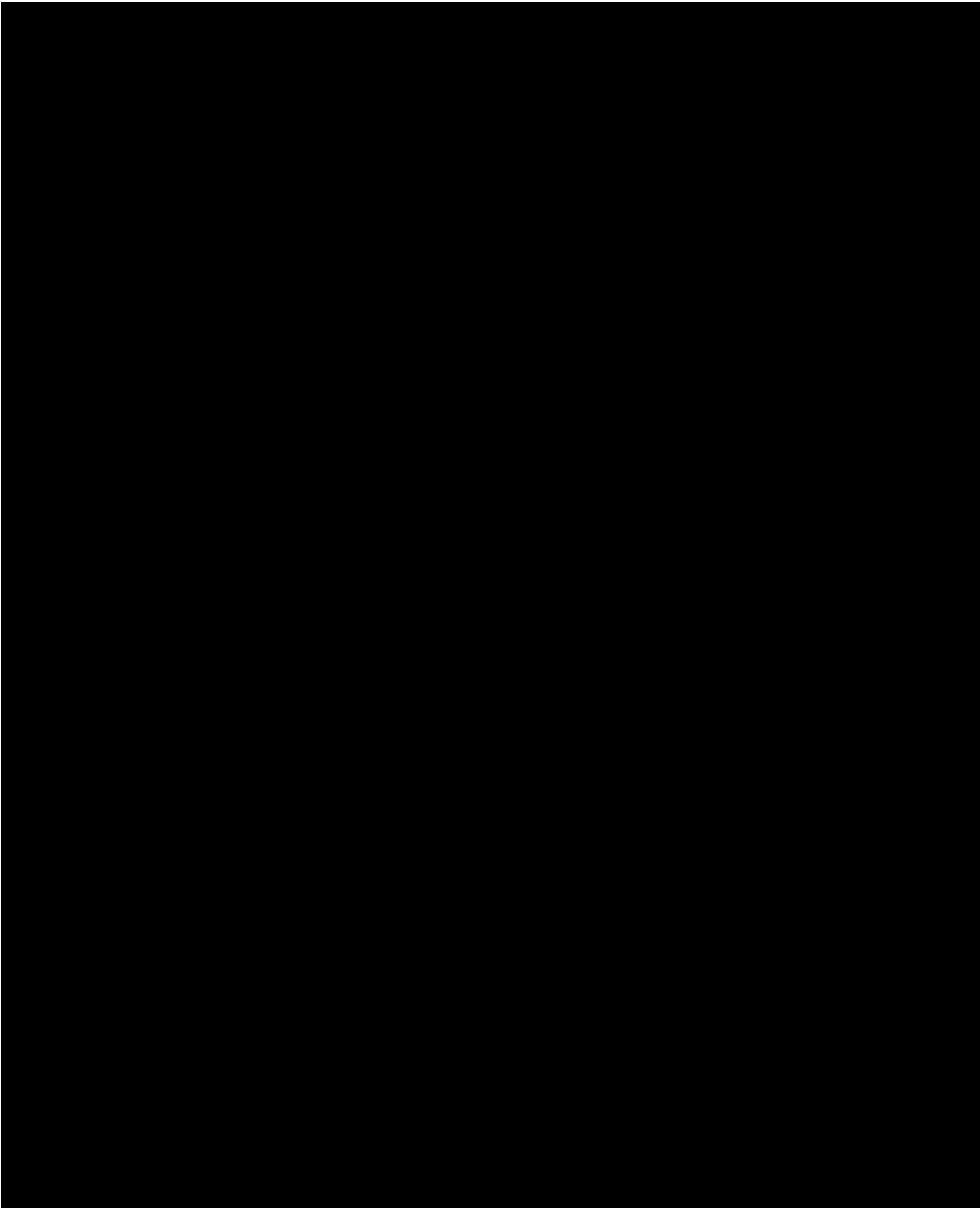
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 21 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



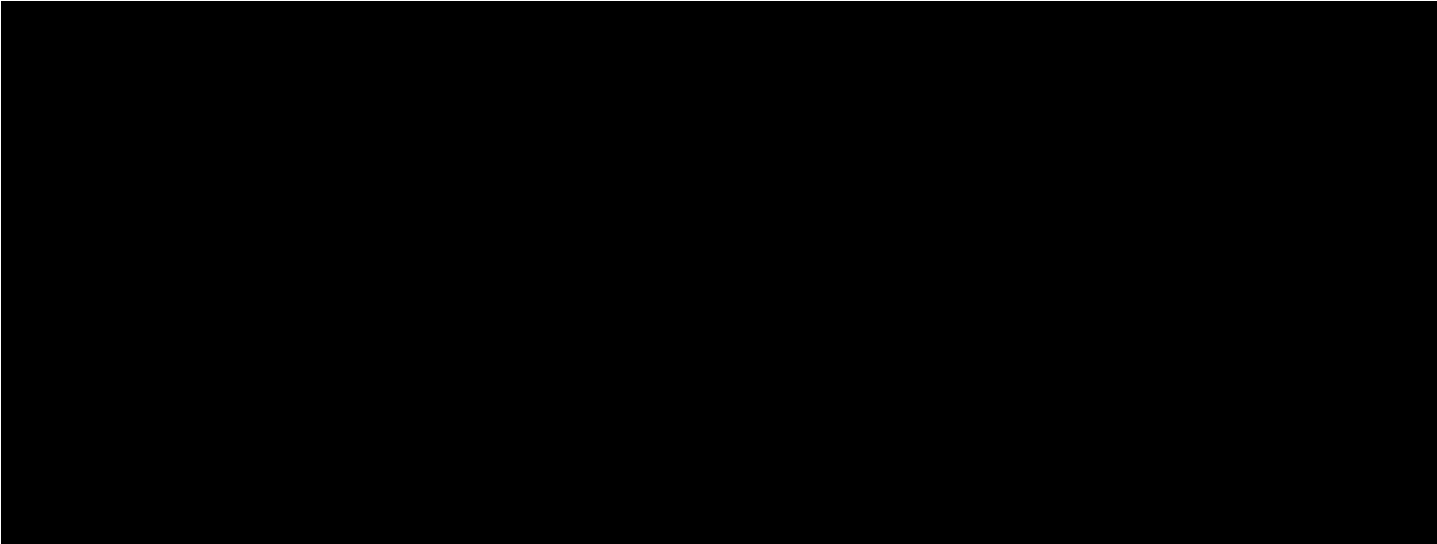
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 22 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



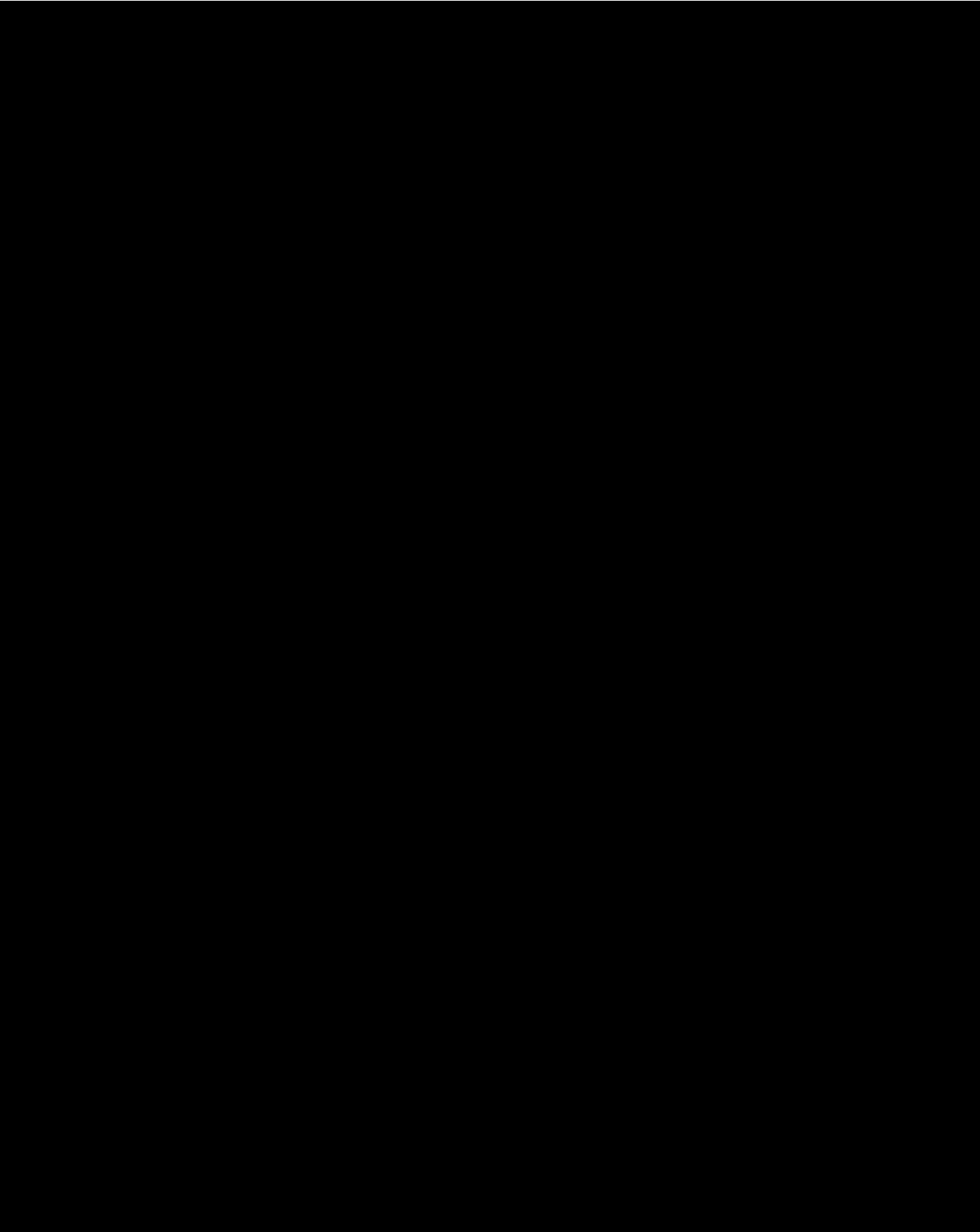
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 23 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



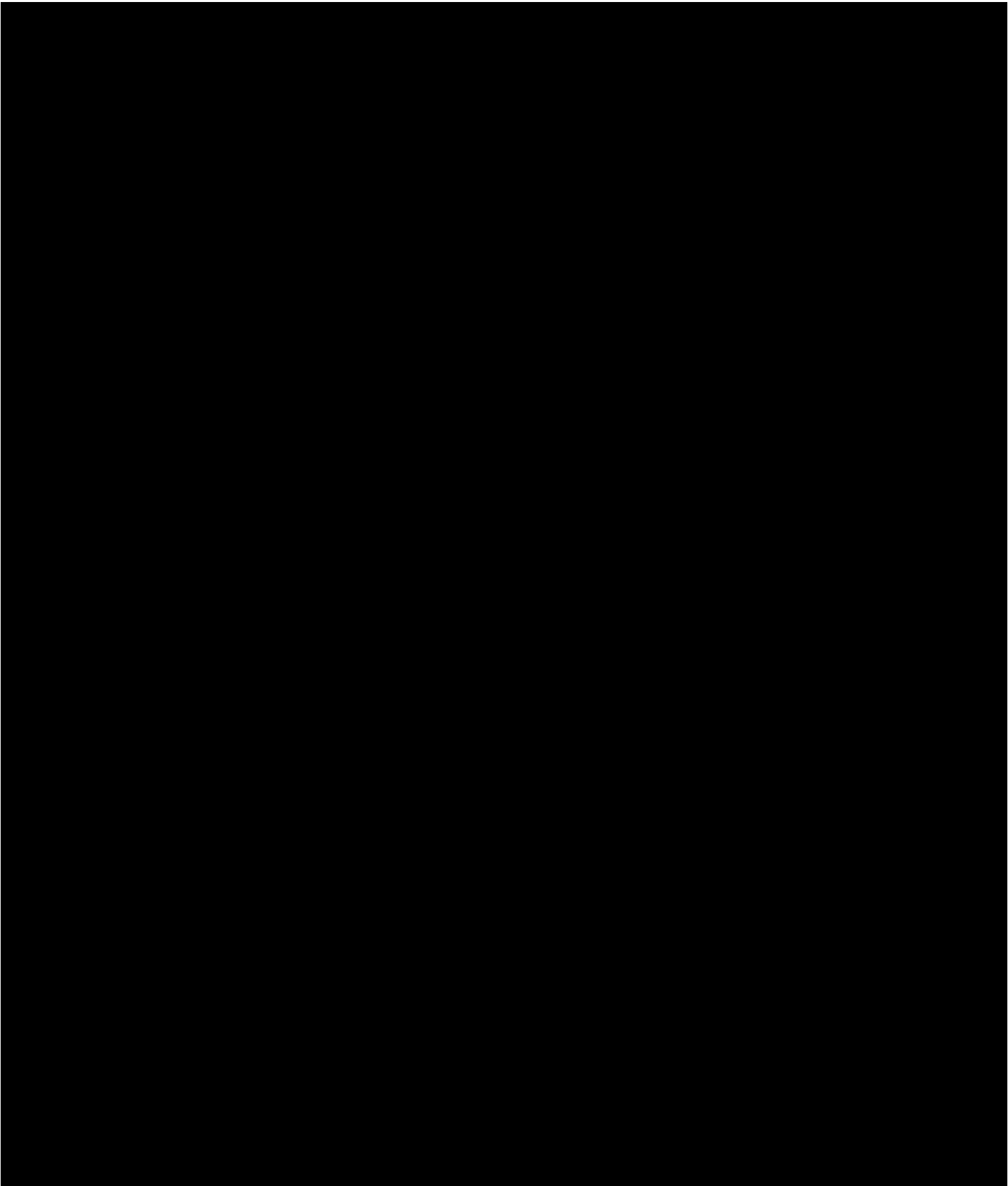
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 24 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 25 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 26 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 27 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND

This statement of work establishes the level of effort required for providing services in support of Engineering, technical, programmatic, logistical, maintenance, installations/alterations, Life Cycle Management, and systems support for Hull, Mechanical and Engineering (HM&E) systems for the Naval Ship Systems Engineering Station, Naval Surface Warfare Center, Philadelphia Division (NAVSSSES).

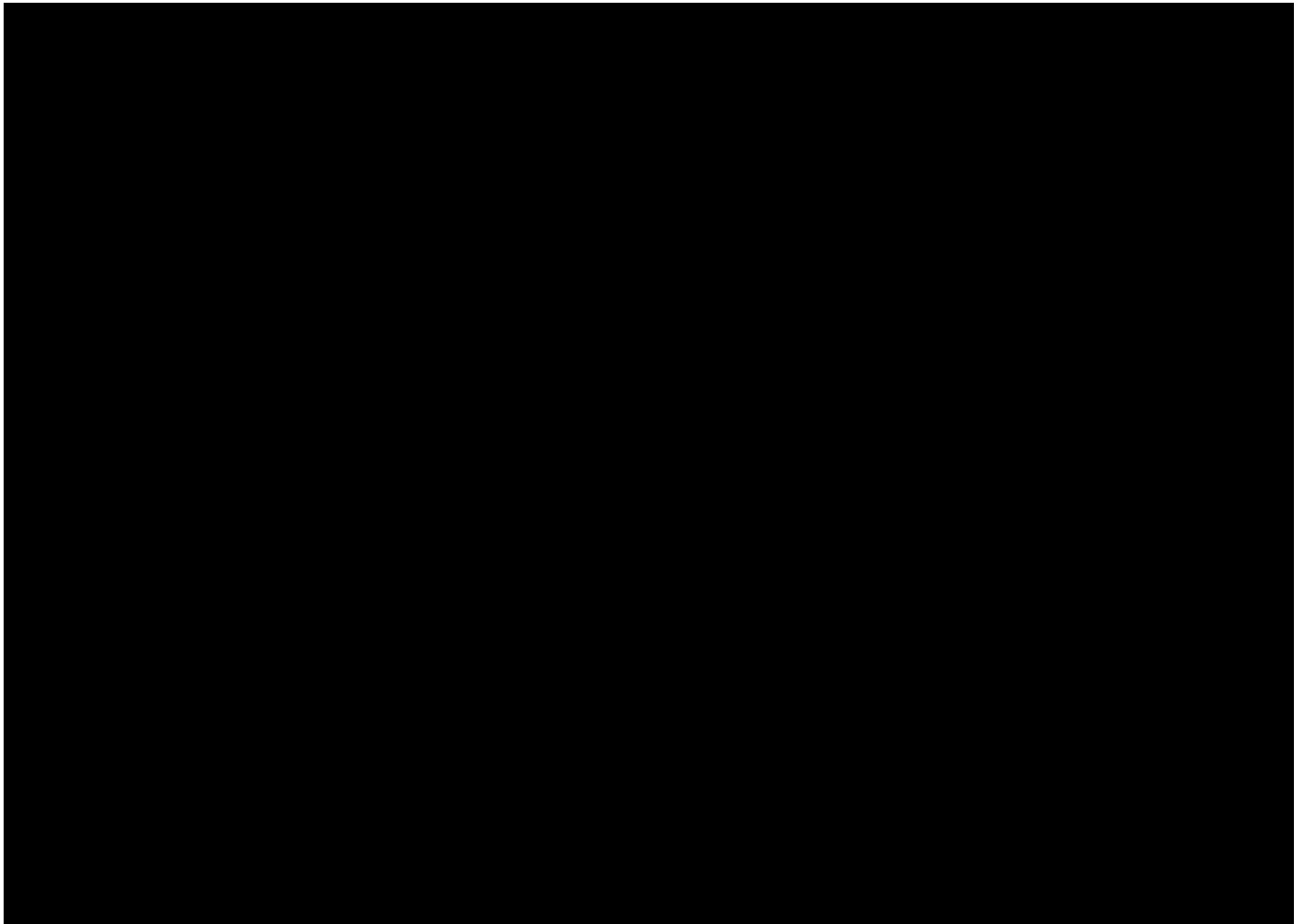
2.0 SCOPE

The overall scope of this Statement of Work is to provide engineering, technical, programmatic, logistical, maintenance, installations/alterations, Life Cycle Management, and systems support for Hull, Mechanical and Engineering (HM&E) systems for the Naval Ship Systems Engineering Station, Naval Surface Warfare Center, Philadelphia Division (NAVSSSES). Tasks will include alterations support, equipment life cycle management, Ship Change Documents (SCDs), Ship Alterations (SHIPALTS), data collection and analysis, metrics, system design, development and testing support, engineering development models, system operability testing and logistic product development. Services will be rendered as required in Philadelphia, PA and ports on the East Coast, West Coast, and Outside the Continental United States (OCONUS).

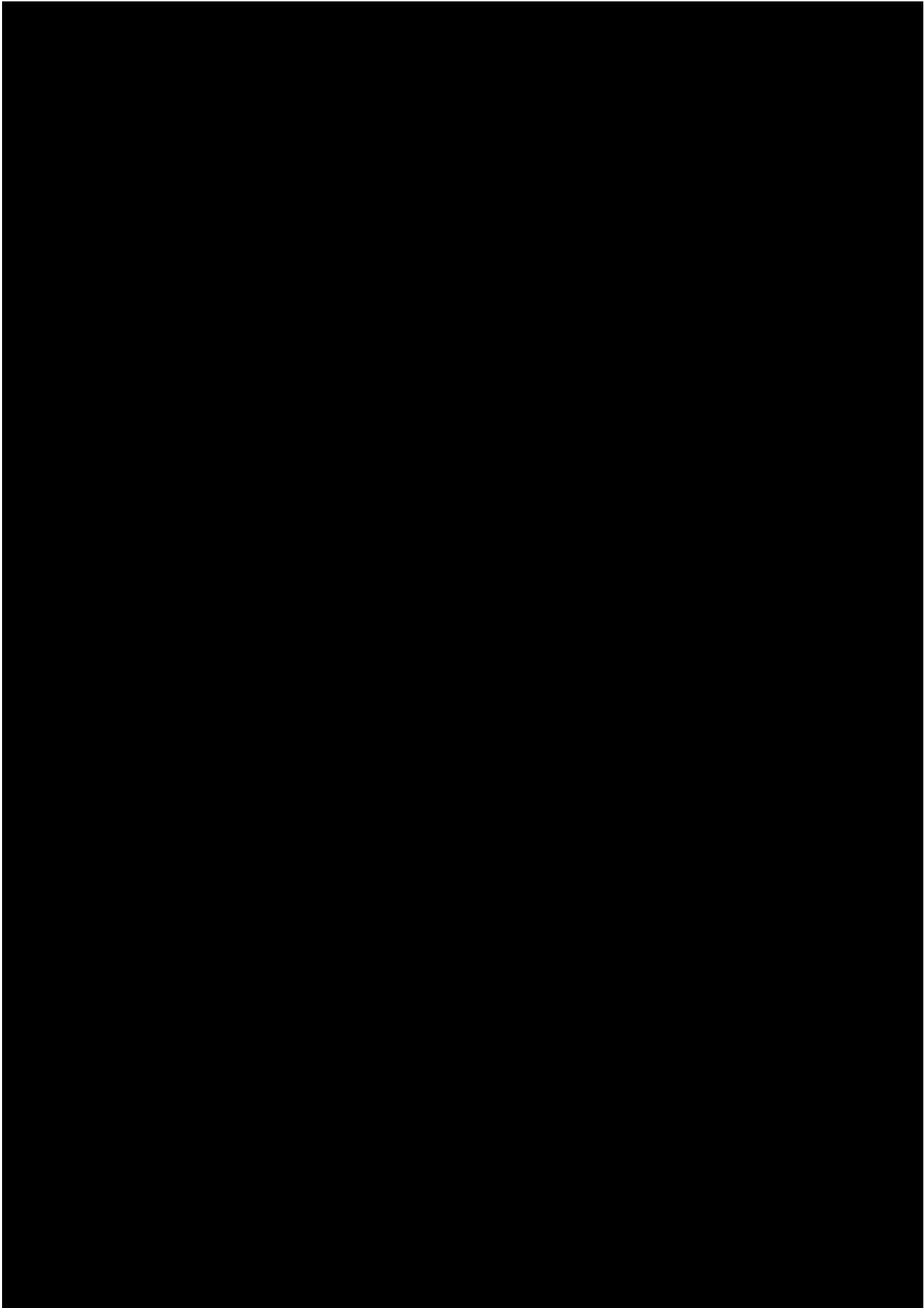
3.0 REFERENCES

***Note: The latest versions of the instructions shown below are applicable.**

Work performed under this Task Order shall conform to the requirements set forward in the following references:



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 28 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 29 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.0 PERFORMANCE REQUIREMENTS

4.0.1 The Contractor shall provide engineering, technical, Program Management and logistics support for Hull, Mechanical and Engineering (HM&E) systems onboard U.S. Navy and other maritime vessels. The contractor shall be required to provide support to the Program Office and the Program Field Offices.

4.0.2 The following outlines Contractor requirements and will be supplemented by specific work statements in individual Technical Instructions. Technical Instructions will vary in the level and complexity of requirements, from the full scope of the technical services of this Statement of Work (SOW) to portions of the SOW only.

4.1 ENGINEERING/TECHNICAL

4.1.1 Recommendations on the preliminary design, detail design and drawings including manufacturing and testing new components and systems such as High Pressure Air Compressors (HPACs), Low Pressure Air Compressors (LPACs), Weapons Systems High Pressure Air Compressors (WSHPACs), controllers, valves, and actuators.

4.1.2 Quality assurance reviews and pre and post installation ship checks to verify the accuracy of installation drawings, identify interferences, identify discrepancies between installation drawings and actual vessel configuration, and ensure correct equipment and logistic configuration for verification and technical accuracy review. Provide support for Ship Change Documents (SCD) Technical Assessment Team (TAT) reviews to ensure timely delivery of quality products to the Fleet. This includes initial ship checks to establish as built conditions, trip report packages containing existing details, and design considerations.

4.1.3 Provide support to the Enhanced Quality of Life (EQOL) for the NAVSSES habitability program including program management, engineering, and design support, for modification and renovation of spaces onboard CVNs. Develop and review engineering drawings for the installation of equipment and space modifications to accommodate them.

4.1.4 Project management, programmatic, engineering/technical support in support of U.S. Army watercraft programs including development of Deficiency Report responses, Engineering Change Proposals, Modification Work Orders, and Alterations. Provide market research and recommendations on obsolescence, engineering deficiency, and new capability to support technical concerns. Provide engineering support for Power Management Platform (PMP) systems for LSV Class Service Life Extension Program (SLEP).

4.1.5 Project management, programmatic, engineering/technical support, test procedure development, testing and onsite coordination for programs including Mid-Life modernization programs, Foreign Military Sales (FMS) programs, Machine Alterations (MACHALTs), and/or Source Control Documents (SCDs) in accordance with the drawings/instructions provided including interface with Program Manager (PMRs), Regional Maintenance Centers (RMCs), Port Engineers, Type Commanders (TYCOMs), Surface Orientation (SUFOR), Military Sealift Command (MSC), FMS, and Fleet components.

4.1.6 Provide Ship system configuration, testing, training, support, and assessments of HM&E systems aboard AS, CG, CVN, DDG, FFG, LCC, LCS, LHA, LHD, LPD, LSD, MCM, SSN, SSBN, SSGN and other U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military Sales ship and vessel classes. Access to restricted areas/spaces that contain restricted data may be required.

4.1.7 Design, development, modeling, and testing of Ship systems including Air Compressors, Integrated Low Pressure Electrolyzer (ILPE), Fire Main, Chilled Water, Tank Level Indicators, Fluid Control Systems, Machinery Control, and auxiliary systems, as well as other damage control systems.

4.1.8 Provide support for Ship system development and testing for integrated auxiliary systems. This includes review of technical documentation and distance support. **Documentation includes NAVSEA 05 specifications to determine if the document should be revised, inactivated, validated or cancelled. Prepare justification to EM and**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 30 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

if warranted by EM, prepare PDS for document.

4.1.9 Support for the Valve Hose Maintenance Program (VHMP) including technical support of Equipment Guide Lists (EGLs) and databases containing the results of the valve audits performed on ships, which will be incorporated into a VHMP.

4.1.10 Development and modification of procedures, including Mission Readiness Panel (MRP) support, test and check-out, and troubleshoot systems and equipment such as Air Compressors, Chillers, Refrigeration Equipment, Water Makers, Lube Oil Pumps, Fire Main Systems, Vertical Launch Systems, Jet Fuel Systems, Gas Management Systems, Ventilation Systems, Steam Systems, Ballast/Deballast Systems, Oxygen Generators and Carbon Dioxide (CO₂) Capture and Removal Systems, & Auxiliary Ship systems.

4.1.11 Aviation Certification Systems support including assessment of Fuel Systems, Aqueous Film Forming Foam (AFFF), and Fire Main.

4.1.12 Identify, research, and analyze emerging technologies for current and future ship classes, with a focus towards inclusion of this technology in the current and future fleet.

4.1.13 Management and support of high visibility life cycle engineering concerns for the Navy Nuclear secondary propulsion systems including Warfighter Improvement Program (WIP) items, Steam Plan Action Requests (SPARs), Steam Plant Liaison Inquiries (SPLIs), and Logistics Assessment Reviews (LARs).

4.1.14 Technical analysis, inspection, and repair support for piping and valve systems on Maritime Administration (MARAD), Military Sealift Command (MSC), Propulsion Equipment and Boilers, Unfired Pressure Vessels (UPV), and Liquid Petroleum Gas (LPG) tanks, & Auxiliary Ship systems.

4.1.15 Ship system support for process control equipment including Fairmount Automation, Allen-Bradley, and Siemens, as well as other commercial PLCs. Provide system support to include: Air Compressors, Air Systems, Air Conditioning and Refrigeration Systems, Propulsion Boiler Controls, Ventilations Systems, Waste Heat Boiler Controls, Main Feed Pump Controls, Feedwater Controls, Feedwater/Seawater/Chilled Water Controls, Fuel Oil and Lube Oil controls, Smart Valves, and Radar Tank Level Indicator (TLI) controls, & Auxiliary Ship systems.

4.1.16 Participate in the design, development, or modification of new and existing Systems Engineering Processes (SEP), Capability Systems, Maturity Model Integrated (CMMI), and documentation as directly related to systems.

4.1.17 Perform reviews of certification documentation and Objective Quality Evidence (OQE) in preparation of certification letters for ship platforms including SSNs and SSBNs.

4.1.18 Provide engineering and technical support for the operation, maintenance, and design of Sacrificial Anodes and Impressed Current Cathodic Protection (ICCP) System aboard Submarines, Aircraft Carriers, and Surface Ships for in-service and new construction vessels. Identify the latest Cathodic Protection (CP) technologies. Review, develop, and/or update CP ship specifications and technical manuals.

4.1.19 Provide engineering technical support for the evaluation of new metals and alloys for U.S. Navy use and new applications of currently used materials. Perform metallurgical assessments of new metals and alloys for application onboard U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military vessels. Perform compatibility analysis of new materials or new applications on U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military vessels. Perform review of system designs incorporating new materials to identify potential problems with the use of new materials and develop mitigation measures.

4.1.20 Provide materials engineering program support in the areas of marine corrosion, materials engineering, electrochemistry, coatings, and environmental effects on U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military vessels, weapons systems, and related equipment. This effort includes but is not limited to: engineering development, technology demonstration, and evaluation of vessels, systems, and equipment at the fleet level; and analysis, compilation, database management, documentation, and presentation of relevant data to all stakeholders.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 31 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.1.21 Conduct shipboard instrumentation electromagnetic, environmental, and other testing as specified by individual TI.

4.1.22 Perform engineering, logistics, and program management support for systems including Damage Control Equipment and Systems, Fire Protection Systems and Equipment, Damage and Fire Recoverability, non-aviation Chemical/Biological Defense (CBD) Individual Protective Equipment and Decontamination Systems and Equipment. Provide similar support for the Joint Project Manager for Individual Protection, including the Joint Service Mask Leakage Tester program, as well as future/improved filtration efforts.

4.1.23 Perform surveys onboard U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military vessels to include evaluation of shipboard water chemistry test equipment, maintenance procedures, and manning requirements. Identify Department of Defense (DOD) and Department of the Navy (DON) source documents for water chemistry test equipment, maintenance, crack and corrosion issues, and manning requirements. Develop assessment/evaluation protocol for shipboard assessments. Perform water chemistry surveys on selected U.S. Navy, U.S. Coast Guard, U.S. Army, and Foreign Military vessels.

4.1.24 Provide engineering drafting and 3D modeling graphics support including modeling for Boiler Combustion Monitoring Systems (BCMS), Valve Components, Steam Systems, Electrical Systems, Fluid Analysis, and Stress Analysis, & HM&E systems. Utilize Commercial Off The Shelf (COTS) tools to create mechanical drawings and 3D prints for installation and analysis purposes.

4.1.25 Provide engineering and technical support to various NAVSSES test sites, including the Submarine Life Test Site and the Chilled Water System Test Site, to include new lab layouts and design alternatives, equipment/system recommendations, and assistance with conducting testing for equipment/systems, recording data, and developing test reports.

4.1.26 Provide engineering support including conducting secondary reviews of SUBSAFE Design Reviews (SSDR) and review of design calculations for U.S. Navy submarine systems.

4.1.27 Provide engineering services to NSWCPD in support of various programs for systems such as fluid, air and propulsion systems design on nuclear submarines. OPNAVINST N9210.3 defines naval nuclear propulsion information (NNPI) and establishes the safeguarding policies and requirements for such information. Many of the fluid, air and propulsion systems under the cognizance of NSWCPD fall under the guidance of this instruction therefore the contractor may be required to have a clearance for and the ability to safeguard NNPI up to the confidential level. Encryption of Naval Nuclear Power Propulsion Information (NNPI) on Portable Electronic Media and Mobile Computing Devices may also be required in order to access NNPI websites, drawings, commitments/documents that are NOFORN.

4.2 MATERIAL INTEGRATED LOGISTICS SUPPORT AND TRAINING

4.2.1 Procurement and appropriate storage and staging of all incidental equipment and supplies or associated special purpose tools and test equipment unless specifically included as Government Furnished Material (GFM).

4.2.2 Integrated Logistics Support (ILS) development and certification packages for MACHALTs, and/or SCDs in accordance with the associated drawings and instructions. This includes verification of alteration completion and update of Non- Destructive Evaluation (NDE).

4.2.3 Material specification information and logistics update to current CVN Authorized Equipment Listings (AELs) for Aviation Fueling hoses.

4.2.4 Document, manage and ensure revision to ILS technical and supply support documentation including Technical Manuals, Maintenance Request Cards (MRCs), and Maintenance Index Pages (MIPs) as identified during ship checks and other system verifications.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 32 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.2.5. Overall material management processing from design concept, drawing development, installation and testing including inventory control, receipt, staging, kitting and post installation material disposition.

4.2.6 Provide required personnel to accomplish packing of materials, equipment, tools, and prefabricated parts for shipping to and from the installation site in accordance with all Department of Navy (DON)-approved and/or required regulations, to include DON Level 1 Material Control Processes & Procedures.

4.2.7 Provide support to include receiving, storing, issuing, and installing Level 1 systems, components, and materials in accordance with DON Mandated & Regulatory Level 1 Material Control Processes & Procedures.

4.2.8 Provide engineering and technical services in support of graphics modeling utilizing COTS tools. This will include: Onboard Training Systems; and Condition Assessment Systems. Provide support for system modeling and testing, as required.

4.2.9 Coordinate with SSES technical codes for resolution of all Class Maintenance Plan (CMP) tasks and assessment procedure Technical Feedback Reports (TFBRs).

4.2.10 Perform training for Front End Analysis (FEA), training gap analysis, and Job Duty Task Analysis (JDTA), to include management and development of system training curriculums and Training System Installation Plans (TSIPs).

4.2.11 Provide training support to sponsors for in-service and new acquisition ship systems/equipment to include coordination and documentation of Aircraft Carrier Training Planning Process Methodology (TRPPM) reports, Navy Training System Plans (NTSP), and curriculum development projects.

4.2.12 Provide fleet training support to include developing shipboard and classroom based training for Integrated Bridge and Navigation Systems such as Navigator training, Voyage Management System tutorials, and IBNS related advisory statements, & providing training schedules for classroom, shipboard, and underway training sessions.

4.2.13 Provide technical support for the remote monitoring of the operational health status on the ships by utilizing the real time data of Integrated Condition Assessment System (ICAS) and Machinery Control Systems as well as provide support for troubleshooting problems on the ship through analysis of the real time data.

4.2.14 Utilize COTS tools to provide data maintenance and content management support for Metrics and Program Management (MPM), as well as other program management systems and solutions, in accordance with all process guidance and business rules provided by the program management organization and as delineated in the individual TI. Provide user help desk support for MPM and other program management solutions and systems. Help desk support shall include process guidance, training on systems and requirements, and defect gathering and documentation.

4.3 PROGRAMMATIC SUPPORT

4.3.1 Provide support for program activities to include milestone and issues tracking, document scanning, program review session scheduling, and status submittals.

4.3.2 Provide metrics support including dashboard and cockpit charts as well as other specialized financial reports in order to track expenditures, reconcile to CDB, and remedy cost overruns and labor rejects.

4.3.3 Prepare customized financial reports for site managers utilizing Enterprise Resource Planning (ERP), &/or data obtained from ERP, and shall perform cost and variance analysis to track productive and overhead spending as well as forecast future trends.

4.3.4 Utilize COTS tools to provide graphic design support and create visual solutions to communicate messages through print and electronic media including illustration, photography, and various print layout techniques to relay

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 33 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

explanation of capabilities, knowledge areas, work areas, and major programs and efforts. This includes the purchasing of incidental graphic display and presentation materials as well as equipment.

4.3.5 Provide meeting, conference and training support including, organizing meetings, developing materials, participating on sub teams and training and completing action items. The Contractor shall generate and distribute meeting agendas, publish minutes, produce presentation materials, and follow up on action items.

4.3.6 Provide the necessary labor to support the scanning and remediation of printed and obsolete materials through the use of COTS tools.

4.3.7 Provide fleet support in coordination of logistical and obtainment support of long-lead time items to include support for Air Compressors, Chillers, Refrigeration Equipment, Water Makers, Lube Oil Pumps, Fire Main Systems, Vertical Launch Systems, Jet Fuel Systems, Gas Management Systems, Oxygen Generators and Carbon Dioxide (CO₂) Capture and Removal Systems, and HM&E systems.

4.3.8 Develop, implement, and support management of team integration and document management.

4.3.9 Provide fleet training support including shipboard, shore side, and distance support.

4.3.10 Provide assistance with the development and tracking of Plan of Action and Milestones (POAMs) for related programs and projects. Provide strategic planning and analysis of requirements to assist in developing a fully Integrated Master Schedule (IMS).

4.3.11 Assist with the design, development, maintenance and modification of formal technical presentations and documentation including, sponsor organizational charts, Travel Guidelines booklet, presentation material and Steam Plant and Reactor Plant Manuals, and HM&E systems.

4.3.12 Coordinate and support progress meetings including developing, updating and maintaining Earned Value Management (EVM) tracking and metrics including tracking project financial data, action items, installation status, and delays.

4.3.13 Identify inefficient and problematic areas related to system life cycle management and develop streamlined procedures and solutions to address the problems.

4.3.14 Participate in NAVSSES System Engineering Program (SEP) including attending meetings, completing action items, participating on sub teams, and participate in training and assessments.

4.3.15 Provide support for Systems Engineering Plan tools and processes.

4.3.16 Provide assistance with the improvement of processes and policies in support of cognizant site programs and strategic planning efforts including development of Risk Management Plans, requirements management design, Test and Integration Plans, hardware testing, Configuration Management Plans, Material Plans, and schedules for major programs including DDG Modernization and LSD Midlife Program.

4.3.17 Collect, review, and streamline status inputs from supporting In-Service Engineering Agents (ISEAs) for program report submittal.

4.3.18 Provide workflow support by providing system design to meet program requirements and improve security of existing applications. The support includes requirements documentation, project planning, resource requirements and scheduling, configuration management, and reengineering consultation to facilitate application consolidation, migration, and retirement.

4.3.19 Utilize COTS tools to provide support for Abode Acrobat PDF scanning, Acrobat PDF upload, document formatting, records listing, quality process organizational charts, and data management.

4.4 OTHER SUPPORT

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 34 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

4.4.1 Accomplishment of all engineering, technical and support services, incidental material, and service time required to support this task order **EXCLUDING THE PURCHASE OF IT HARDWARE AND EQUIPMENT**.

4.4.2 The contractor is required to identify a singular Technical Point of Contact (TPOC) assigned to manage all of the efforts identified herein upon task order award.

4.4.3 Purchase incidental materials as required to support installation and oversight to this task order.

4.4.4 Authorization for SECRET Internet Protocol Router Network (SIPRNet) is required for some portions of work outlined in Section 4.1, 4.2 and 4.3. SIPRNet allows access to SECRET information, email, and messages related to performing this work.

INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

The contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including:

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

- a. Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- b. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

5.0 REPORTS/DELIVERABLES

All reports shall be submitted in electronic format (Microsoft Word and PDF) and hard copy to the Contracting Officer's Representative (COR) and cognizant Program Manager.

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

5.2 Trip Reports for all business related travel documenting the pre-installation checks, equipment removal and installation checks, post installation testing, and trip costs. The contractor must submit a travel report via the NSWCPD Metrics and Program Management (MPM) software application, or as specified in the Technical Instruction (TI). A copy of this report is to be emailed to the Technical Point of Contact listed on the TI and shall be submitted within fourteen (14) days from completion of travel. A separate copy of this report is to be reported to the COR as an attachment to the Monthly Status Report. (CDRL A002)

5.3 The contractor shall provide a Monthly Status Report, which shall briefly describe the work performed during each reporting period, together with significant results that were achieved. This report will:

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 35 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- Describe any problems encountered and propose solutions for consideration for their resolution.
- Provide the current technical and financial status of each effort, & the overall financial status of all efforts on the task order, including the burn rate.
- Contain a brief outline of work envisioned/planned for the ensuing reporting period.
- Identify the number of man-hours expended by labor category during the reporting period (including a list of specific contractor personnel aligned to these labor categories)
- Identify man-hours expended to date and fiscal year, percent expended
- Provide the miscellaneous support costs incurred during the reporting period and cumulatively, by TI, project, & cumulatively for the whole task order.

Any subcontractor technical progress and financial expenditures shall be reported separately, as attachments to the contractor's progress report.

Submission of this report shall be accomplished via electronic email to the Contracting Officer's Representative (COR) and the task order Subject Matter Expert (SME) (CDRLs A003 and A004).

5.6 The Contractor shall develop and deliver technical documentation including Life Cycle Management Plans, Integrated Process Plans, Master Plans, Roadmaps and schedules. (CDRLs A009, A010 & A011)

5.7 Technical reports, financial reports, and conclusions reflecting the work accomplished under each Technical Instruction set forth will be prepared and delivered to the Government as delineated in individual TIs.

5.8 The delivery date of the last of the above reports shall not be later than one month after the end date of the task order.

5.9 There may be a need for other specific reports, test plans, evaluation reports or documentation created as an integral part of tasking under this task order. Report format, contents and delivery requirements will be specified at the time of Technical Instruction issuance.

5.10 For each Technical Instruction issued, the contractor will provide a status report which will cite the status and utilization since the last report, the status regarding hours and dollars remaining on the task, percent of completion of the task, and any problems anticipated. The frequency of these reports shall be designated within the Technical

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 36 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Instruction, or in the absence of such designation, shall be provided monthly, for the duration of the TI, with a copy of each requested report being emailed to the COR, as per the timeline designated in the individual TI. (CDRL A016)

5.11 The Contractor shall provide one (1) hard copy of a final report covering work described in the Statement of Work (SOW) within fifteen (15) days of the end of the period of performance to the Contracting Officer's Representative (COR) and electronic email to the COR, Subject Matter Expert (SME), and Contracting Officer. (CDRL A012)

5.12 Upon award, the Contractor shall provide a Contractor's Personnel Roster, which shall be used to list all contractor personnel assigned to the task order. This Roster shall be updated within one week of a change of personnel assigned to the task order, & a copy of this report shall be emailed to the TPOC & COR. (CDRL A013)

5.13 For each proposed TI, the Contractor shall submit a Manhour Estimate, Technical Cost Proposal, which shall describe the manpower and cost estimate to implement the Statement of Work tasking provided via individual TI. (CDRL A014)

5.15 Contract Status Report (CDRL A017)

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

5.15.2 The CDRL shall be delivered electronically unless otherwise stated and while Contractor's format is acceptable, Government's approval is required by the COR.

5.16 Contracting Officer's Management Report (CDRL A018)

5.16.1 This report indicates the progress of work, status of the program and identifies existing or potential problems. It shall describe work accomplished in terms of technical accomplishments and expenditure data for each project area/task/technical instruction funded under the contract.

5.16.2 The CDRL shall be delivered electronically unless otherwise stated.

5.17 Other Direct Costs (ODC's) Report (CDRL A018)

5.17.1 The report shall contain the following information:

- Incurred cost to the contract line item number (CLIN) funding source level for total labor cost
- Information technology (IT) costs
- Travel costs
- Miscellaneous material cost
- The percentage of (IT) costs, travel costs and miscellaneous material costs compared to total labor costs.

5.17.2 The CDRL shall be delivered electronically unless otherwise stated.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 37 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

6.0 PERSONNEL QUALIFICATIONS/EXPERIENCE

6.1 GENERAL REQUIREMENTS

6.1.1 The contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems.

6.1.2. 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 task order specification requirements and those set forth in the task order.

6.1.3. The government reserves the right, during the life of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this task order 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 task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

6.1.4. All contractor personnel are required to comply with computer security requirements applicable to the Government's computer systems being used or accessed by them during the performance of this task order. When a decision is made known to a contractor employee that the employee will no longer need access to a Government computer system (due to dismissal, reassignment, or resignation), it is the responsibility of the contractor to immediately notify the Contracting Officer Representative (COR) in writing that the individual will not be permitted access to the computer system and its data files.

6.1.5 The appropriate level of clearance will be required in order to access specific compartments onboard ship in addition to government facilities.

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

6.1.7 In the event an individual proposed for performance under the resultant task order is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within thirty (30) days of task order award if the task order is awarded to the offeror.

6.1.8 The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task order. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement. If the contracting officer questions the qualifications or competence of any personnel performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

6.2. KEY PERSONNEL

6.2.1 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. Substitution of key personnel shall be in accordance with the "Substitution of Key Personnel" Clause in the basic Seaport contract.

6.2.2 The following represents the Government's target education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasking. The target specialized experience included as

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 38 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified. The target qualifications for the respective key labor categories are as follows (asterisks denote key personnel):

NOTE: Under Key Personnel, qualifications prefixed with “shall” are considered minimums.

a. **MANAGER, PROGRAM/PROJECT I** * Level I (1 Resume)

Education: Individual should possess a Bachelor of Science (BS) degree in Finance or Business Administration or related field of study from an accredited College or University.

Experience: Experience should include the following: Eight (8) years of experience as a Program Manager supporting Navy technical programs including the development, repair, installation, modification, operation, testing and maintenance of Government systems. Eight (8) years of experience in scheduling (Microsoft Project), planning, estimating, project control, Work Breakdown Structure (WBS) management, subcontract management, project progress tracking, Capability Maturity Model Integration (CMMI) concepts, processes, procedures and Earned Value concepts. Knowledge of Navy programs, organizations, functions, and responsibilities. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired. Experience may be gained concurrently. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

b. **ANALYST, FINANCIAL SYSTEMS*** Level 1 (3 Resumes)

Education: Individual should possess Bachelor of Science (BS) or Bachelor of Arts (BA) degree from an accredited college or university.

Experience: Experience should include the following: Three (3) years’ experience in providing high level graphics support, film and video, database creation and Management, financial and funding analysis, production of technical manuals and production books. Three (3) years of experience using advanced Microsoft Office skills including Access, Project, and Visio as well as high level graphics COTS tools such as Adobe Photoshop and Illustrator. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired. Experience may be gained concurrently. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

c. **ENGINEER, SYSTEMS II*** Level II (4 Resumes)

Education: Individual shall possess a BS Degree in Engineering from an accredited college or university.

Experience: Experience should include the following: Five (5) years of experience providing Integrated Product Team Lead for technical tasks involving the system(s) development. Managed all the activities including planning, scheduling and budgeting of the tasks for the system development; supporting the verification of program performance via testing and integration with subsystem engineers. Possesses experience in document management and coordination for quality assurance, control and planning. One (1) year of experience with Auxiliary fluid support systems. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired. Experience may be gained concurrently. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

d. **ENGINEER III*** Level III (5 Resumes)

Education: Individual shall possess a BS Degree in Engineering from an accredited college or university.

Experience: Experience should include the following: Eight (8) years of experience in Navy Ship Steam and Auxiliary systems, including mechanical/electrical system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired. **A current**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 39 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.

e. **ENGINEER, ELECTRICAL/ELECTRONICS III*** Level III (4 Resumes)

Education: Individual shall possess BS Degree in Electrical Engineering from an accredited college or university.

Experience: Experience should include the following: Six (6) years of experience in Navy Ship Steam and Auxiliary systems, including electrical/ electronic system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW. Working knowledge of the Naval Sea System Command, Naval Surface Warfare Center and Fleet organizations is desired. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

6.3 NON-KEY PERSONNEL

Non-Key Personnel – The minimum qualification for the respective non-key labor categories are as follows:

f. **ENGINEER, ELECTRICAL/ELECTRONICS II LEVEL II**

Education: Individual shall possess BS Degree in Electrical Engineering from an accredited college or university.

Experience: Experience should include the following: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including electrical/ electronic system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

g. **ENGINEER II** Level II

Education: Individual shall possess BS Degree in Engineering from an accredited college or university.

Experience: Experience should include the following: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including mechanical system design, repair, installation, modification, operation, maintenance and testing of Navy equipment or systems, as described in the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

h. **TECHNICIAN, ENGINEERING III** Level III

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience shall include the following: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including distributed machinery control systems and software, Auxiliary Fuel and Lube Oil systems, Auxiliary Machinery, Auxiliary Pumps and Smart Valves and the testing of these systems as described in the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

I. **TECHNICIAN, ENGINEERING V** Level V

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 40 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Experience: Experience shall include the following: Ten (10) years of experience in Navy programs and ship systems, including distributed machinery control systems including the installation of systems, ship alterations and overhauls, testing, shipboard systems planning, estimating and scheduling work as described in the SOW. Ten (10) years of experience in Surface Ship Auxiliary and Machinery and fluid control systems including, Aircraft Launch Recovery Equipment (ALRE), Aviation Fuel and lube oil systems, flight refueling, Aviation Fuel Operating Sequencing Systems (AFOSS), Service Life Extension Program (SLEP) for Logistics Support Vessel-1 (LSV-1) Class, shock and vibration testing and analysis, lube oil heater analysis, fuel oil separators, ship alterations and repairs. Experience may be gained concurrently. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

j. **SPECIALIST, TRAINING I Level I**

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma OR related military experience.

Experience: Experience shall include the following: 3 years of experience in support of developing and maintaining Navy training systems. Experience with Submarine training community, specifically associated with Submarine Life Support equipment. Experience with Interactive Multimedia systems development. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

k. **TECHNICIAN, ENGINEERING II Level II**

Education: Individual s possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience should include the following: Three (3) years of experience in Navy Ship Steam and Auxiliary systems, including distributed machinery control systems and software, Auxiliary Fuel and Lube Oil systems, Auxiliary Machinery, Auxiliary Pumps and Smart Valves and the testing of these systems as described in the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of**

l. **LOGISTICIAN I LEVEL I**

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience shall include the following: One (1) year of experience in the development of Integrated Logistics Support (ILS) of Navy systems and equipment directly related to the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

m. **ANALYST, FINANCIAL SYSTEMS, LEVEL I**

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience should include the following: Three (3) years of experience with business and technical processes, metrics, data collection, database structures, financial management, financial reports, tracking schedule and cost performance using tools and databases as described in the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 41 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

n. **DRAFTER/CAD OPERATOR I, LEVEL I**

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience shall include the following: One (1) year of experience in the development of engineering drawings and data for Navy systems and equipment directly related to the SOW, including one (1) year of experience with AUTOCAD.

A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.

o. **ANALYST, COMPUTER SYSTEMS I, LEVEL I**

Education: Individual shall possess a BS degree in Computer Science from an accredited college or university.

Experience: One (1) year of experience providing data management utilizing Oracle, SQL Server 2000, SQL Server 2005, SQL Server 2005 and Microsoft Access. Knowledge of Navy programs, organizations and functions. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

p. **ENGINEER, COMPUTER II, LEVEL II**

Education: Individual shall possess a BS Degree in Engineering from an accredited college or university.

Experience: Three (3) years of experience in providing development, installation and maintenance of Human Machine Interface (HMI) and Programmable Logic Controller (PLC) applications for amphibious warfare ships using Wonderware, RSLogix 500 and 5000 and Allen Bradley products. Possess experience in document management and coordination for quality assurance, control and planning. Three (3) years of experience with Auxiliary fluid support systems support including, Auxiliary Fuel and Lube oil systems, Auxiliary Machinery, Auxiliary Pumps, Smart Valves, Life Support and Compressed Air Systems, and knowledge of Navy programs, organizations, and functions. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

q. **DRAFTER/CAD OPERATOR II, LEVEL II**

Education: Individual shall possess a minimum of a high school diploma OR GED equivalent OR trade school diploma OR industrial school diploma.

Experience: Experience shall include the following: Three (3) years of experience with developing engineering drawings and data, including AUTOCAD, and Visio Systems, for Navy systems and equipment directly related to the SOW. **A current Secret Clearance, or Secret Clearance eligibility within ninety (90) days after date of award, is required.**

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 42 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7.0 SECURITY REQUIREMENTS

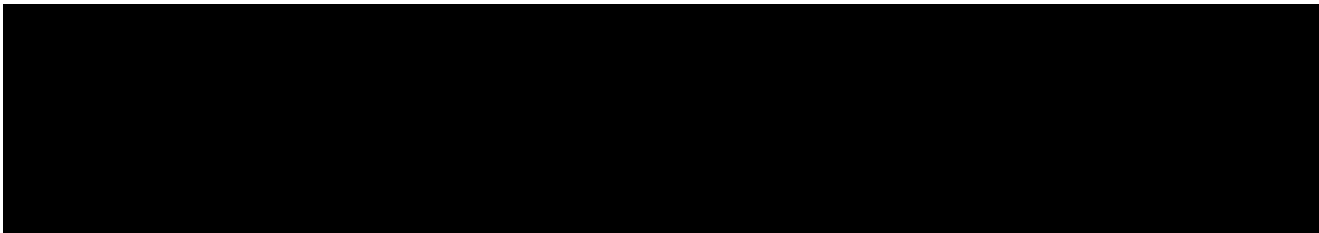
7.1 The highest level of security required under this task order is SECRET, as designated on the DD 254 attached to this task order. The Contractor is responsible for acquiring and maintaining security clearance at the level(s) required under this task order. The Director of Industrial Security, Defense Investigative Service, NAVSSES is the point of contact regarding security matters.

7.2 The contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced therein.

CONTRACTOR IDENTIFICATION

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

8.0 PLACES OF PERFORMANCE



9.0 TRAVEL

9.1 The Contractor shall perform all travel necessary to accomplish the tasks contained in this task order. At a minimum, the Contractor shall be prepared to travel in conjunction with vendor site visits, and to provide support at Government meetings. The Contractor shall be responsible for making all travel arrangements. Costs for transportation may be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to contractors shall provide the basis for the determination as to reasonable and allowable.

If all areas of the SOW are fully funded/executed, travel to the locations below may be as required:

Norfolk, VA
Mayport, FL
Kings Bay, GA
Pascagoula, MS
Ingleside, TX
Bath, ME
Bangor, WA
Everett, WA
San Diego, CA
Bremerton, WA
Pearl Harbor, HI

As of 16 November 2017, the following travel destinations have been added to the contract: Houma, LA; Groton, CT; Marinette, WI.

In addition, the contractor shall provide support to foreign Navies via the Foreign Military Sales (FMS) program. Foreign countries currently engaged are Spain, Egypt, Australia, Turkey, Japan, Italy, Taiwan, Canada, New

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 43 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Zealand, South Korea, Norway, Germany, Netherlands, Denmark, and Greece. Additional locations will be delineated in individual technical instructions.

10.0 OVERTIME



11.0 MATERIALS

11.1 The contractor shall acquire all incidental materials required in support of executing the statement of work.

12.0 GOVERNMENT FURNISHED INFORMATION (GFI)

12.1 The Government will provide the contractor with information, including deadlines and government proprietary data within fourteen (14) working days of request. This Government Furnished Information (GFI) shall be returned to the government within thirty (30) days after completion of this task or with submission of the final report.

13.0 NSWCPD Electronic Cost Reporting and Financial Tracking (eCRAFT) System

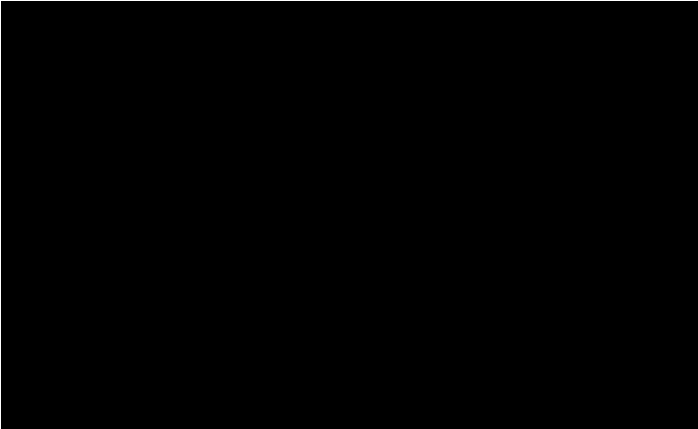
(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System. The eCRAFT Reports must use the standardized labor categories identified in Section C - Statement of Work. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

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

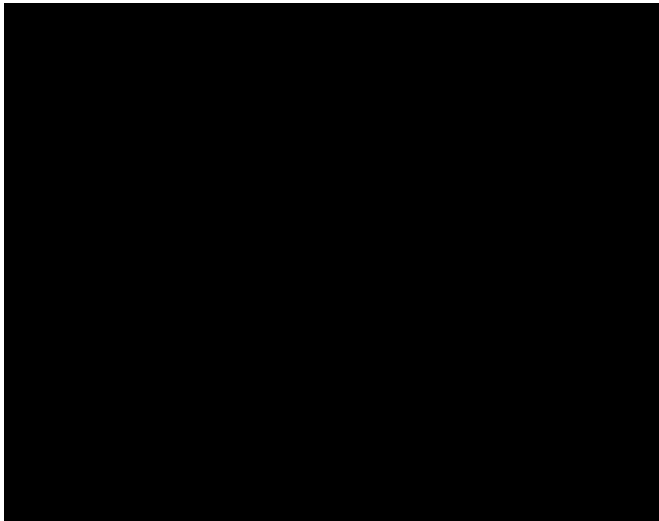
(c) The Contracting Officer may require supporting accounting system reports based on the review of the invoice documentation submitted to eCRAFT such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent).

(d) The contractor shall submit its reports on the same day it submits an invoice in iRAPT. The costs reflected in eCRAFT shall be the same as those in iRAPT. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(e) The eCRAFT Periodic Report Utility (ePRU) is an Excel tool used to facilitate generating reports of expenditures-against-cost contracts. The generated XML files will then be submitted by the ePRU tool via email to NUWC_NPT_eCRAFT.FCT@navy.mil for submission into the eCRAFT Database Management System. The ePRU spreadsheet and user manual can be obtained from the NUWC Division Newport Contracts Home Page under eCRAFT information at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWNewport/Partnerships/Commercial-Contracts/Information-eCraft>.



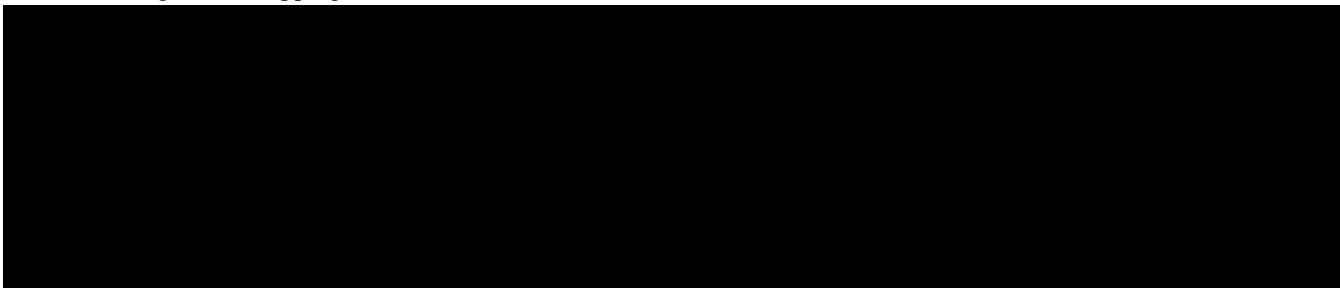
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 44 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



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

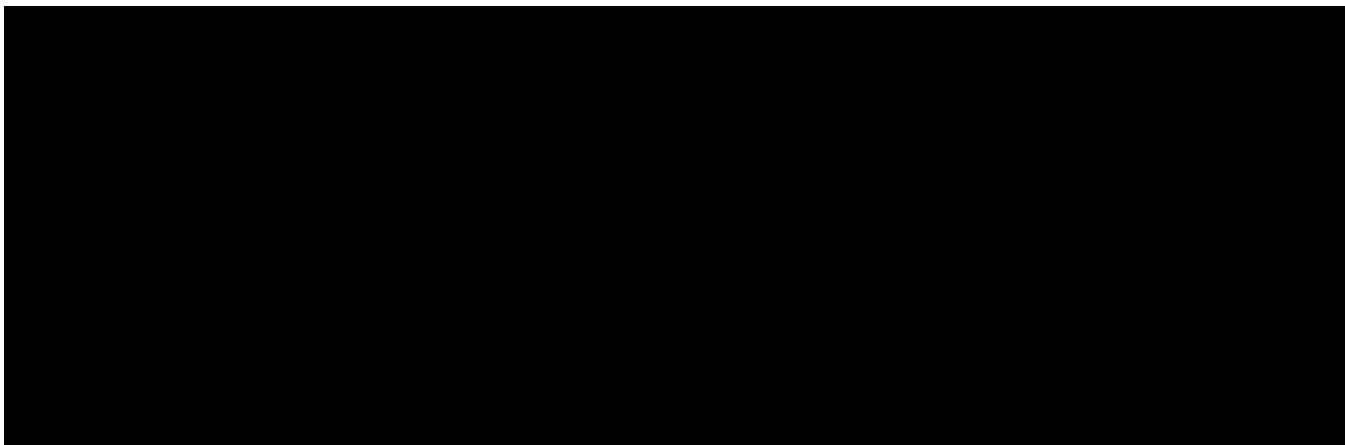
The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this task order via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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



CAR-C02 ON-SITE ENVIRONMENTAL AWARENESS (AUG 2009)

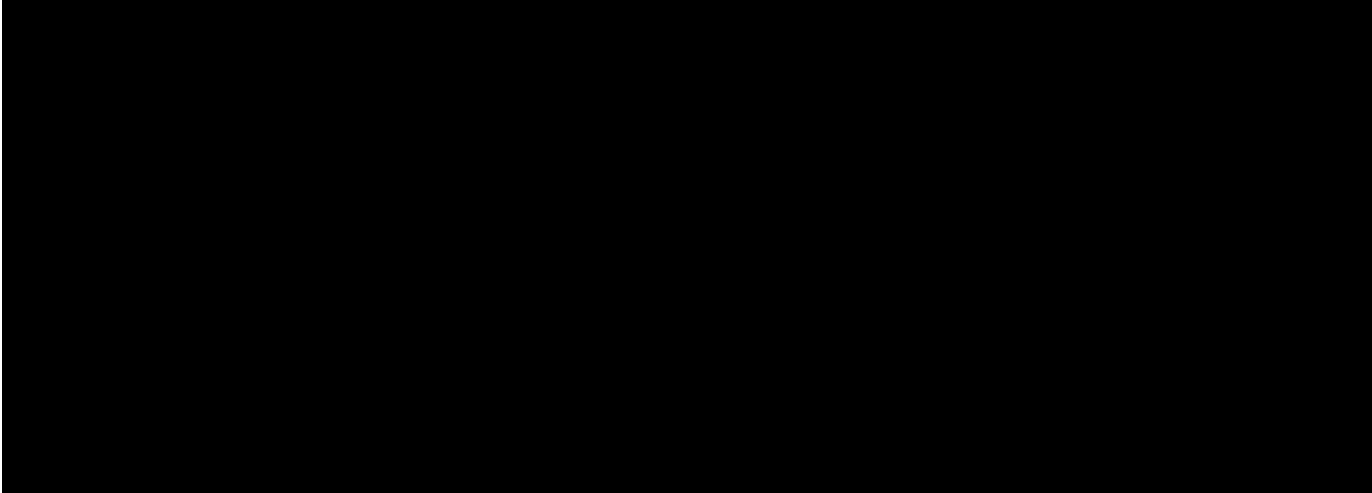
(a) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.



CAR-C03 ON-SITE SAFETY AWARENESS (AUG 2009)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 45 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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.

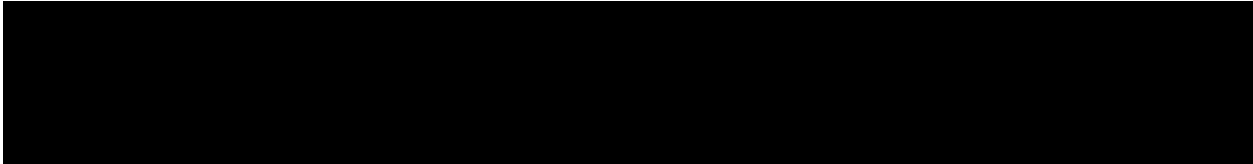


(e) The contractor shall submit their OSHA 300 Logs (injury/illness rates) within 30 days of commencing performance at NSWCCD-SSES for review by the Safety Office (Code 022). If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment will be performed by Code 022 to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

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

(g) 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 NSWCCD-SSES for review by the Safety Office (Code 022). 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.

(h) The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCCD-SSES to the Safety Office (Code 022).



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 46 of 112	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: (To be specified on each individual Technical Instruction)

(Name of Individual Sponsor)

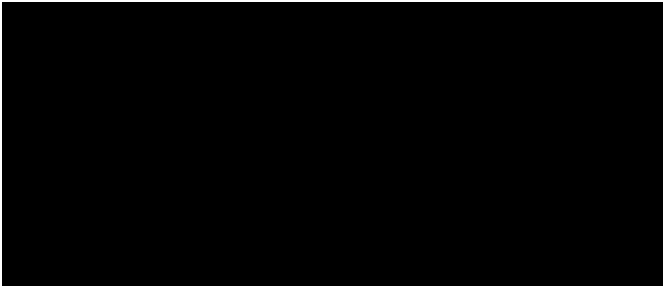
(To be specified on each individual Technical Instruction)

(Name of Requiring Activity)

(To be specified on each individual Technical Instruction)

(City and State)

Ship all reports/data to the following address:



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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 47 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 48 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/15/2016 - 9/14/2017
7001	9/15/2016 - 9/14/2017
7002	9/15/2016 - 9/14/2018
7003	9/15/2016 - 9/14/2017
7004	9/15/2016 - 9/14/2017
7005	9/15/2016 - 9/14/2017
7006	9/15/2016 - 9/14/2018
7007	9/15/2016 - 6/30/2018
7008	9/15/2016 - 9/14/2017
7009	9/15/2016 - 9/14/2017
7010	9/29/2016 - 9/14/2017
7011	9/29/2016 - 9/14/2017
7012	9/29/2016 - 9/14/2017
7013	9/29/2016 - 9/14/2017
7014	9/29/2016 - 9/14/2017
7015	9/29/2016 - 9/14/2017
7016	9/29/2016 - 9/14/2017
7017	9/29/2016 - 9/14/2017
7018	9/29/2016 - 9/14/2017
7019	9/29/2016 - 9/14/2017
7020	9/29/2016 - 9/14/2017
7021	9/29/2016 - 9/14/2017
7022	9/29/2016 - 9/14/2017
7023	9/29/2016 - 9/14/2017
7024	9/29/2016 - 9/14/2017
7025	9/29/2016 - 9/14/2017
7026	9/29/2016 - 9/14/2017
7027	9/29/2016 - 9/14/2017
7028	9/29/2016 - 9/14/2017
7029	9/29/2016 - 9/14/2017
7030	9/29/2016 - 9/14/2017
7031	9/29/2016 - 9/14/2017
7032	9/29/2016 - 9/14/2017
7033	9/29/2016 - 9/14/2017
7034	9/29/2016 - 9/14/2017
7035	9/29/2016 - 9/14/2017
7036	9/29/2016 - 9/14/2017
7037	9/29/2016 - 9/14/2017
7038	9/29/2016 - 9/14/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 49 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7039	9/30/2016 - 9/14/2017
7040	9/30/2016 - 12/31/2017
7041	9/30/2016 - 9/14/2018
7042	11/4/2016 - 9/14/2017
7043	11/4/2016 - 9/14/2017
7044	11/4/2016 - 9/14/2018
7045	11/4/2016 - 9/14/2017
7046	11/4/2016 - 9/14/2017
7047	11/4/2016 - 9/14/2017
7048	11/4/2016 - 9/14/2017
7049	11/4/2016 - 9/14/2017
7050	11/17/2016 - 9/14/2017
7051	11/17/2016 - 9/14/2017
7052	11/17/2016 - 9/14/2017
7053	11/17/2016 - 9/14/2017
7054	2/21/2018 - 6/30/2018
7055	11/17/2016 - 9/14/2017
7056	12/8/2016 - 12/7/2017
7057	12/8/2016 - 9/14/2017
7058	2/3/2017 - 9/14/2017
7059	12/8/2016 - 9/14/2017
7060	12/8/2016 - 12/31/2017
7061	12/8/2016 - 9/14/2017
7062	12/8/2016 - 9/14/2017
7063	12/8/2016 - 9/14/2018
7064	12/8/2016 - 9/14/2017
7065	12/8/2016 - 9/14/2018
7066	12/21/2016 - 9/14/2017
7067	12/21/2016 - 9/14/2018
7068	12/21/2016 - 9/14/2018
7069	12/21/2016 - 9/14/2017
7070	12/21/2016 - 12/31/2017
7071	12/21/2016 - 9/14/2017
7072	12/21/2016 - 9/14/2017
7073	1/27/2017 - 9/14/2017
7074	1/27/2017 - 9/14/2017
7075	1/27/2017 - 9/14/2017
7076	1/27/2017 - 9/14/2018
7077	1/27/2017 - 9/14/2017
7078	1/27/2017 - 9/14/2017
7079	1/27/2017 - 9/14/2017
7080	1/27/2017 - 12/31/2017
7081	1/27/2017 - 9/14/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 50 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7082	1/27/2017 - 9/14/2017
7083	1/27/2017 - 9/14/2017
7084	2/3/2017 - 9/14/2017
7085	2/3/2017 - 9/14/2017
7086	2/3/2017 - 9/14/2017
7087	2/2/2017 - 9/14/2017
7088	2/3/2017 - 9/14/2017
7089	2/3/2017 - 9/14/2017
7090	2/3/2017 - 9/14/2017
7091	2/3/2017 - 9/14/2017
7092	2/3/2017 - 9/14/2017
7093	2/3/2017 - 9/14/2017
7094	2/16/2017 - 9/14/2017
7095	2/16/2017 - 9/14/2017
7100	2/22/2017 - 2/21/2018
7101	2/16/2017 - 9/14/2017
7102	2/16/2017 - 9/14/2017
7103	2/16/2017 - 9/14/2017
7104	2/16/2017 - 2/6/2018
7105	2/21/2018 - 9/30/2018
7106	2/16/2017 - 9/14/2017
7107	3/27/2017 - 9/30/2017
7108	3/28/2017 - 3/27/2018
7109	3/27/2017 - 9/14/2018
7110	3/27/2017 - 9/30/2017
7111	3/27/2017 - 9/14/2017
7112	3/27/2017 - 9/14/2017
7113	3/27/2017 - 12/7/2017
7114	3/27/2017 - 9/14/2017
7115	4/7/2017 - 2/21/2018
7116	4/7/2017 - 3/9/2018
7117	4/7/2017 - 3/9/2018
7118	4/7/2017 - 3/9/2018
7119	4/7/2017 - 9/14/2018
7120	4/7/2017 - 9/30/2017
7121	4/7/2017 - 3/9/2018
7122	4/7/2017 - 9/14/2017
7123	4/7/2017 - 4/6/2018
7124	4/7/2017 - 9/14/2017
7125	5/1/2017 - 9/30/2017
7126	5/1/2017 - 4/30/2018
7127	5/1/2017 - 9/30/2017
7128	5/1/2017 - 4/30/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 51 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7129	5/1/2017 - 9/14/2018
7130	5/1/2017 - 9/14/2018
7131	5/1/2017 - 2/21/2018
7132	5/1/2017 - 9/30/2019
7133	5/22/2017 - 9/30/2018
7134	5/22/2017 - 4/24/2018
7135	5/22/2017 - 5/1/2018
7136	5/22/2017 - 9/30/2017
7137	5/22/2017 - 9/14/2017
7138	5/22/2017 - 5/21/2018
7139	6/7/2017 - 9/30/2017
7140	6/7/2017 - 9/14/2018
7141	6/7/2017 - 2/21/2018
7142	6/7/2017 - 2/21/2018
7143	6/7/2017 - 2/21/2018
7144	6/7/2017 - 5/7/2018
7145	6/19/2017 - 2/21/2018
7146	6/26/2017 - 2/21/2018
7147	6/26/2017 - 12/29/2017
7148	6/26/2017 - 2/21/2018
7149	6/26/2017 - 2/21/2018
7150	2/21/2018 - 9/14/2018
7151	6/26/2017 - 2/21/2018
7152	7/7/2017 - 2/21/2018
7153	7/7/2017 - 7/6/2018
7154	7/7/2017 - 7/31/2018
7155	7/7/2017 - 2/21/2018
7156	7/7/2017 - 2/21/2018
7157	7/14/2017 - 9/30/2017
7158	7/14/2017 - 2/21/2018
7159	7/14/2017 - 2/21/2018
7160	7/14/2017 - 2/21/2018
7161	7/14/2017 - 2/21/2018
7162	2/21/2018 - 9/30/2018
7163	8/2/2017 - 9/30/2017
7164	8/2/2017 - 2/21/2018
7165	8/2/2017 - 4/30/2018
7166	8/2/2017 - 4/30/2018
7167	2/20/2018 - 12/31/2018
7168	8/8/2017 - 9/14/2017
7169	8/11/2017 - 8/1/2018
7170	8/11/2017 - 12/31/2017
7171	8/11/2017 - 2/21/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 52 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7172	8/18/2017 - 8/16/2018
7173	8/17/2017 - 8/16/2018
7174	8/18/2017 - 8/16/2018
7175	8/18/2017 - 8/16/2018
7176	8/18/2017 - 8/16/2018
7177	8/18/2017 - 9/14/2018
7178	8/18/2017 - 9/14/2018
7179	8/18/2017 - 9/14/2018
7180	8/18/2017 - 9/14/2018
7181	8/18/2017 - 9/14/2018
7182	8/18/2017 - 9/14/2018
7183	8/18/2017 - 9/14/2018
7184	8/18/2017 - 9/14/2018
7185	8/18/2017 - 9/14/2018
7186	8/18/2017 - 9/14/2018
7187	8/30/2017 - 8/29/2018
7188	8/30/2017 - 3/31/2018
7189	8/30/2017 - 8/29/2018
7190	8/30/2017 - 8/29/2018
7191	8/30/2017 - 8/9/2018
7192	8/30/2017 - 3/31/2018
7193	8/30/2017 - 5/21/2018
7194	8/30/2017 - 8/29/2018
7195	9/15/2017 - 2/6/2018
7196	9/15/2017 - 8/21/2018
7197	9/15/2017 - 4/6/2018
7198	9/15/2017 - 9/14/2018
7199	9/15/2017 - 9/14/2018
7200	9/15/2017 - 2/21/2019
7201	9/15/2017 - 9/14/2018
7202	9/15/2017 - 8/23/2018
7203	9/15/2017 - 8/27/2018
7204	9/15/2017 - 8/9/2018
7205	9/20/2017 - 9/17/2018
7206	9/21/2017 - 9/14/2018
7207	9/21/2017 - 9/1/2018
7208	9/21/2017 - 11/30/2017
7209	9/21/2017 - 9/10/2018
7210	9/21/2017 - 7/31/2018
7211	9/21/2017 - 9/14/2018
7212	10/23/2017 - 9/14/2018
7213	9/14/2018 - 12/31/2018
7214	10/23/2017 - 5/7/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 53 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7215	10/23/2017 - 1/31/2018
7216	10/25/2017 - 9/30/2018
7217	10/25/2017 - 9/30/2018
7218	10/25/2017 - 9/14/2018
7219	11/16/2017 - 9/14/2018
7220AA	12/1/2017 - 9/14/2018
7221AA	12/1/2017 - 9/15/2018
7221AB	12/1/2017 - 9/15/2018
7221AC	2/16/2018 - 9/14/2018
7222AA	12/1/2017 - 9/14/2018
7222AB	1/17/2018 - 12/31/2018
7223AA	12/1/2017 - 9/14/2018
7224AA	12/1/2017 - 11/1/2018
7225AA	12/1/2017 - 12/31/2018
7226AA	12/6/2017 - 7/31/2018
7227AA	12/6/2017 - 3/31/2018
7228AA	11/20/2017 - 9/13/2018
7228AB	3/16/2018 - 2/21/2019
7229AA	12/21/2017 - 9/14/2018
7229AB	1/17/2018 - 12/31/2018
7229AC	1/16/2018 - 9/14/2018
7229AD	3/1/2018 - 12/31/2018
7229AE	3/16/2018 - 2/21/2019
7230AA	12/21/2017 - 12/6/2018
7231AA	12/21/2017 - 9/14/2018
7231AB	2/7/2018 - 9/28/2018
7231AC	3/16/2018 - 12/31/2018
7232AA	1/17/2018 - 9/14/2018
7232AB	2/16/2018 - 9/14/2018
7233AA	1/17/2018 - 3/15/2019
7234AA	1/26/2018 - 8/31/2018
7234AB	3/16/2018 - 9/30/2018
7235AA	1/7/2018 - 6/30/2018
7235AB	3/29/2018 - 3/15/2019
7235AC	3/29/2018 - 9/30/2018
7236AA	2/7/2018 - 4/30/2018
7237AA	2/7/2018 - 2/6/2019
7238AA	2/7/2018 - 6/30/2018
7239AA	2/7/2018 - 12/30/2018
7239AB	2/16/2018 - 12/30/2018
7240AA	2/16/2018 - 12/31/2018
7241AA	3/1/2018 - 12/30/2018
7242AA	3/1/2018 - 9/14/2019

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 54 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7243AA	3/16/2018 - 6/30/2018
7244AA	3/16/2018 - 2/21/2019
7244AB	3/16/2018 - 12/31/2018
7244AC	3/16/2018 - 12/31/2018
7245AA	3/28/2018 - 2/21/2019
7245AB	3/28/2018 - 12/31/2018
7246AA	3/29/2018 - 3/13/2019
7246AB	3/29/2018 - 10/31/2018
7246AC	3/29/2018 - 10/31/2018
7247AA	3/29/2018 - 3/30/2019
7248AA	3/29/2018 - 9/30/2018
7249AA	3/29/2018 - 3/15/2019
7250AA	3/29/2018 - 2/21/2019
9000	9/15/2016 - 9/14/2017
9001	9/15/2016 - 9/14/2017
9002	9/15/2016 - 9/14/2018
9003	9/15/2016 - 9/14/2017
9004	9/15/2016 - 9/14/2017
9005	9/15/2016 - 9/14/2017
9006	9/29/2016 - 9/14/2017
9007	9/29/2016 - 9/14/2017
9008	9/29/2016 - 9/14/2017
9009	9/29/2016 - 9/14/2017
9010	9/29/2016 - 9/14/2017
9011	9/29/2016 - 9/14/2017
9012	9/29/2016 - 9/14/2017
9013	9/29/2016 - 9/14/2017
9014	9/29/2016 - 9/14/2017
9015	9/29/2016 - 9/14/2017
9016	9/29/2016 - 9/14/2017
9017	9/29/2016 - 9/14/2017
9018	9/29/2016 - 9/14/2017
9019	9/29/2016 - 9/14/2017
9020	9/29/2016 - 9/14/2017
9021	9/29/2016 - 9/14/2017
9022	9/29/2016 - 9/14/2017
9023	9/29/2016 - 9/14/2017
9024	9/29/2016 - 9/14/2017
9025	9/29/2016 - 9/14/2017
9026	9/29/2016 - 9/14/2017
9027	9/29/2016 - 9/14/2017
9028	9/29/2016 - 9/14/2017
9029	9/29/2016 - 9/14/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 55 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9030	9/30/2016 - 9/14/2017
9031	9/30/2016 - 12/31/2017
9032	9/30/2016 - 9/14/2018
9033	11/4/2016 - 9/14/2017
9034	11/4/2016 - 9/14/2018
9035	11/17/2016 - 9/14/2017
9036	11/17/2016 - 9/14/2017
9037	11/17/2016 - 9/14/2017
9038	11/17/2016 - 9/14/2017
9039	2/21/2018 - 6/30/2018
9040	11/17/2016 - 9/14/2017
9041	12/8/2016 - 12/7/2017
9042	12/8/2016 - 9/30/2018
9043	12/8/2016 - 9/14/2017
9044	12/8/2016 - 12/7/2017
9045	12/8/2016 - 9/14/2018
9046	12/8/2016 - 9/14/2017
9047	12/21/2016 - 9/14/2017
9048	12/21/2016 - 9/14/2018
9049	12/21/2016 - 12/31/2017
9050	12/21/2016 - 9/14/2017
9051	12/21/2016 - 9/14/2017
9052	1/27/2017 - 9/14/2017
9053	1/27/2017 - 9/14/2017
9054	1/27/2017 - 9/14/2017
9055	1/27/2017 - 9/14/2017
9056	1/27/2017 - 9/14/2017
9057	2/3/2017 - 9/14/2017
9058	2/3/2017 - 2/2/2018
9059	2/3/2017 - 9/14/2017
9060	2/3/2017 - 2/2/2018
9061	2/3/2017 - 9/14/2017
9062	2/3/2017 - 9/14/2017
9063	2/3/2017 - 9/14/2017
9064	2/16/2017 - 2/15/2018
9100	2/22/2017 - 2/21/2018
9101	2/16/2017 - 2/6/2018
9102	2/21/2018 - 9/30/2018
9103	2/16/2017 - 9/14/2017
9104	3/27/2017 - 9/30/2017
9105	3/28/2017 - 3/27/2018
9106	3/27/2017 - 9/14/2018
9107	3/28/2017 - 12/7/2017

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 56 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9108	3/27/2017 - 9/14/2017
9109	4/7/2017 - 2/21/2018
9110	4/7/2017 - 3/9/2018
9111	4/7/2017 - 9/14/2018
9112	4/7/2017 - 9/30/2017
9113	4/7/2017 - 3/9/2018
9114	4/7/2017 - 4/6/2018
9115	4/7/2017 - 4/6/2018
9116	5/1/2017 - 4/30/2018
9117	5/1/2017 - 4/30/2018
9118	5/1/2017 - 9/14/2018
9119	5/1/2017 - 9/30/2019
9120	5/22/2017 - 9/30/2018
9121	5/22/2017 - 5/1/2018
9122	5/22/2017 - 5/21/2018
9123	6/7/2017 - 9/30/2017
9124	6/7/2017 - 9/14/2018
9125	6/7/2017 - 5/7/2018
9126	6/22/2017 - 7/31/2017
9127	6/26/2017 - 12/29/2017
9128	6/26/2017 - 2/21/2018
9129	2/21/2018 - 9/14/2018
9130	7/7/2017 - 7/31/2018
9131	7/7/2017 - 2/21/2018
9132	7/14/2017 - 2/21/2018
9133	7/14/2017 - 2/21/2018
9134	2/21/2018 - 9/30/2018
9135	8/2/2017 - 4/30/2018
9136	8/2/2017 - 4/30/2018
9137	2/21/2018 - 12/31/2018
9138	8/11/2017 - 12/31/2017
9139	8/11/2017 - 2/21/2018
9140	8/18/2017 - 9/14/2018
9141	8/18/2017 - 9/14/2018
9142	8/18/2017 - 9/14/2018
9143	8/18/2017 - 9/14/2018
9144	8/18/2017 - 9/14/2018
9145	8/18/2017 - 9/14/2018
9146	8/18/2017 - 9/14/2018
9147	8/18/2017 - 9/14/2018
9148	8/30/2017 - 8/29/2018
9149	8/30/2017 - 3/31/2018
9150	8/30/2017 - 8/29/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 57 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9151	8/30/2017 - 3/31/2018
9152	8/30/2017 - 8/29/2018
9153	9/15/2017 - 8/21/2018
9154	9/15/2017 - 9/14/2018
9200	9/15/2017 - 2/21/2019
9201	9/15/2017 - 9/14/2018
9202	9/15/2017 - 8/23/2018
9203	9/15/2017 - 8/27/2018
9204	9/15/2017 - 8/9/2018
9205	9/20/2017 - 2/21/2018
9206	9/21/2017 - 9/14/2018
9207	9/21/2017 - 9/10/2018
9208	9/21/2017 - 7/31/2018
9209	9/21/2017 - 9/14/2018
9210	10/23/2017 - 9/14/2018
9211	9/14/2018 - 12/31/2018
9212	10/23/2017 - 1/31/2018
9213	10/25/2017 - 9/30/2018
9214	10/25/2017 - 9/30/2018
9215	10/25/2017 - 9/14/2018
9216	11/16/2017 - 9/14/2018
9220AA	12/1/2017 - 9/14/2018
9221AC	2/16/2018 - 9/14/2018
9222AA	12/1/2017 - 9/14/2018
9222AB	1/17/2018 - 12/31/2018
9223AA	12/1/2017 - 9/14/2018
9224AA	12/1/2017 - 11/1/2018
9225AA	12/1/2017 - 12/31/2018
9226AA	12/6/2017 - 7/31/2018
9227AA	12/6/2017 - 3/31/2018
9229AA	12/21/2017 - 9/14/2018
9229AB	1/17/2018 - 12/31/2018
9229AC	1/17/2018 - 9/14/2018
9229AD	3/1/2018 - 12/31/2018
9229AE	3/16/2018 - 2/21/2019
9230AA	12/21/2017 - 12/6/2018
9231AA	12/21/2017 - 9/14/2018
9231AB	2/7/2018 - 9/28/2018
9231AC	3/16/2018 - 12/31/2018
9232AA	1/17/2018 - 9/14/2018
9233AA	1/17/2017 - 3/15/2019
9234AA	1/26/2018 - 8/31/2018
9234AB	3/16/2018 - 9/30/2018

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 58 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9235AA	2/7/2018 - 6/30/2018
9235AB	3/29/2018 - 3/15/2019
9235AC	3/29/2018 - 9/30/2018
9236AA	2/7/2018 - 4/30/2018
9237AA	2/7/2018 - 2/6/2019
9238AA	2/7/2018 - 6/30/2018
9239AA	2/7/2018 - 12/30/2018
9239AB	2/16/2018 - 12/30/2018
9240AA	2/16/2018 - 12/31/2018
9241AA	3/1/2018 - 12/31/2018
9243AA	3/16/2018 - 6/30/2018
9244AA	3/16/2018 - 2/21/2019
9244AB	3/16/2018 - 12/31/2018
9244AC	3/16/2018 - 12/31/2018
9245AA	3/29/2018 - 2/21/2019
9245AB	3/29/2018 - 12/31/2018
9246AA	3/29/2018 - 3/13/2019
9246AB	3/29/2018 - 10/31/2018
9246AC	3/29/2018 - 10/31/2018
9248AA	3/29/2018 - 9/30/2018
9249AA	3/28/2018 - 3/15/2019
9250AA	3/29/2018 - 2/21/2019

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following items are as follows:

7000 09/15/2016 - 09/14/2017

9000 09/15/2016 - 09/14/2017

The period of performance for the following option items are as follows:

7100 09/15/2017 - 09/14/2018

9100 09/15/2017 - 09/14/2018

The period of performance for the following option items are as follows:

7200 09/15/2017 - 02/21/2019

9200 09/15/2017 - 02/21/2019

The period of performance for the following option items are as follows:

7300 09/15/2019 - 09/14/2020

9300 09/15/2019 - 09/4/2020

The period of performance for the following option items are as follows:

7400 09/15/2020 - 09/14/2021

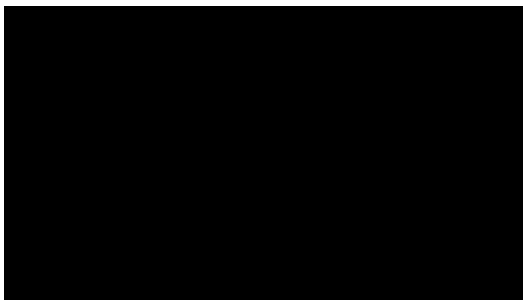
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 59 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9400 09/15/2020 - 09/14/2021

Period of performance for the basic period and option periods is 60 months from task order award.

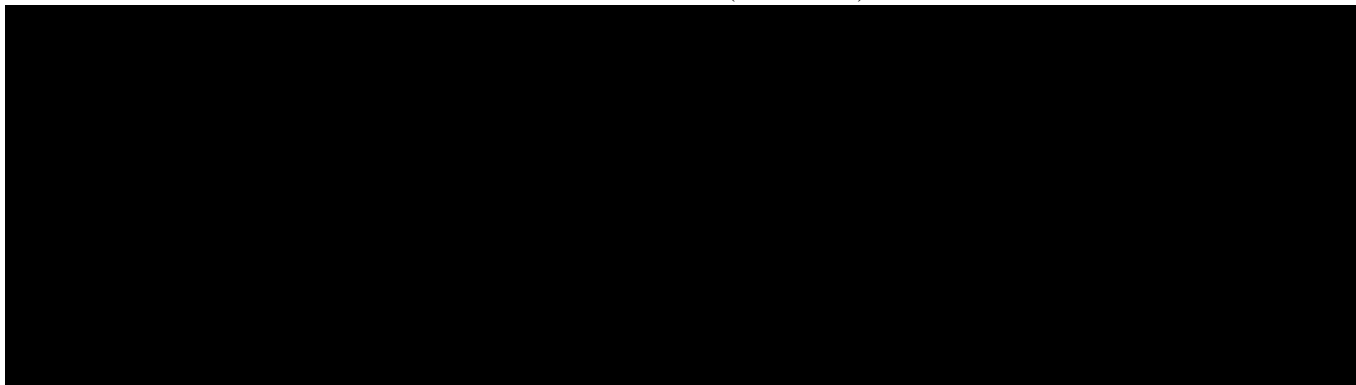
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 60 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

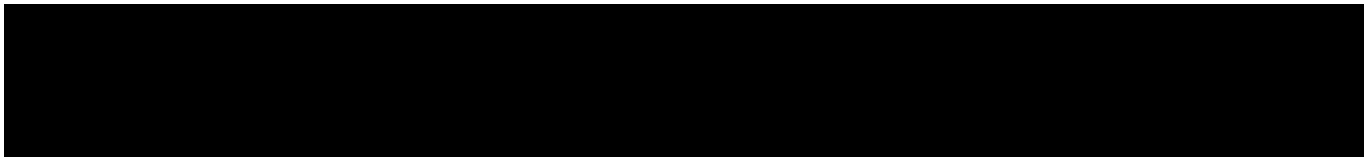


The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

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



(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.



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

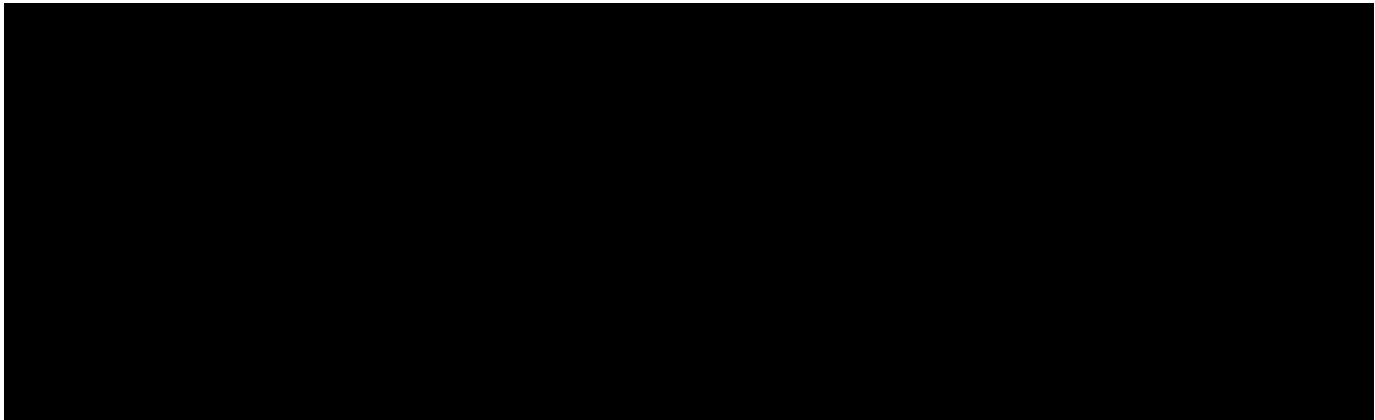
(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the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

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 61 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost 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.



(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.

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

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

252.232-7006 WIDE AREA WORKFLOWPAYMENT INSTRUCTIONS (MAY 2013)

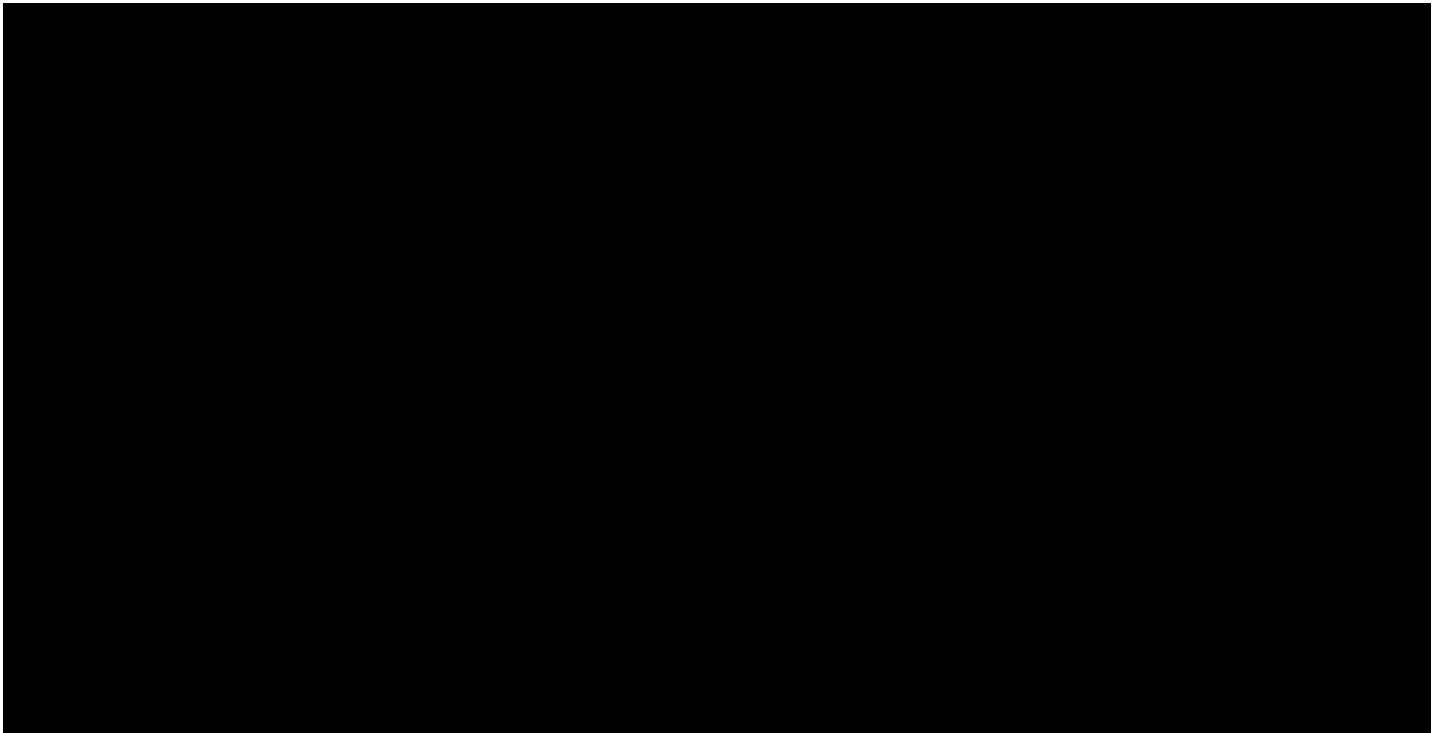
(a) *Definitions.* As used in this clause—

“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 entitlementssystem.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 62 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



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

Cost Voucher

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

Destination

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 63 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 64 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

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

[REDACTED]

(g) *WAWF point of contact.*

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

[REDACTED]

[REDACTED]

(End of clause)

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

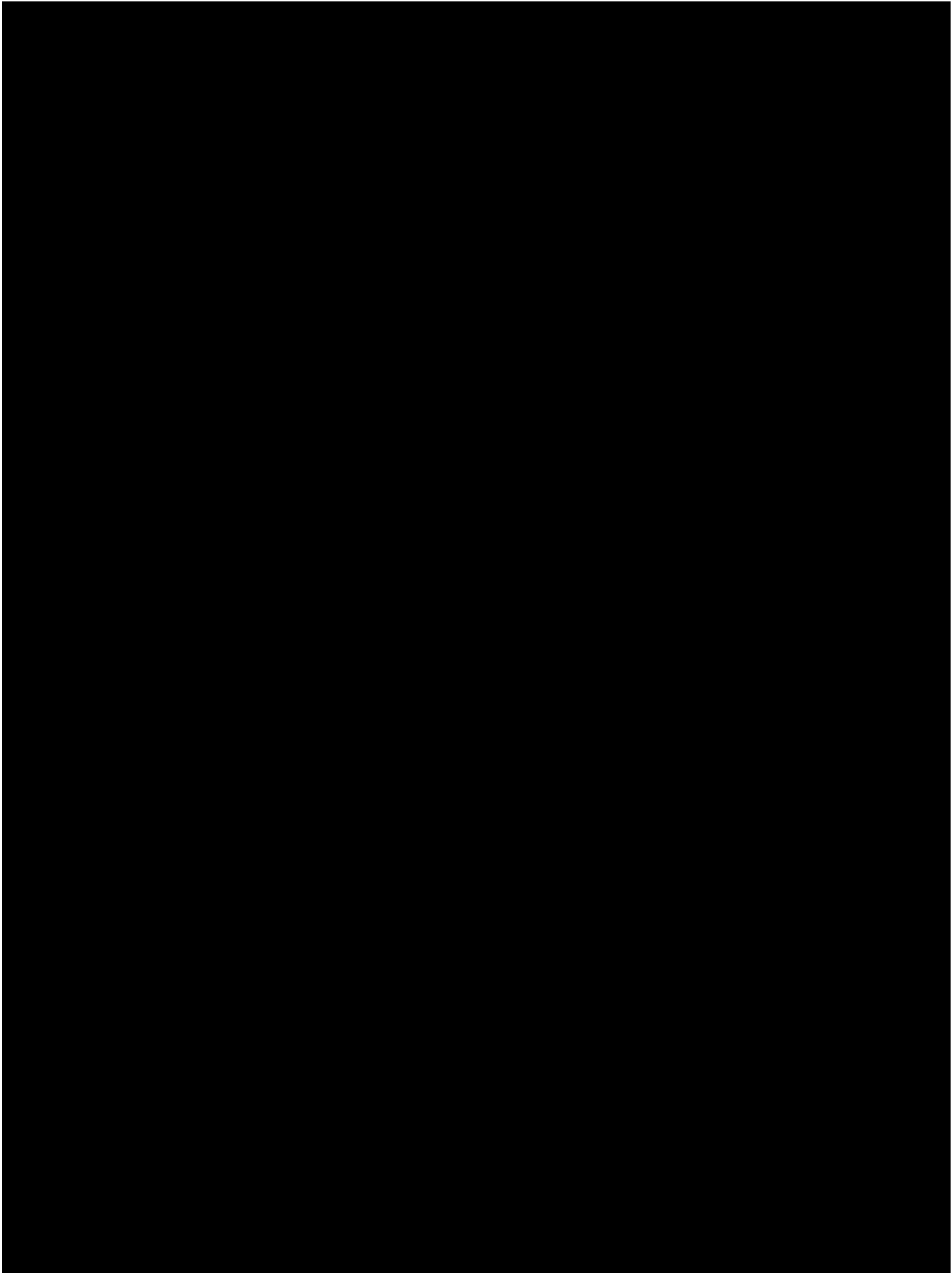
(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and 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.

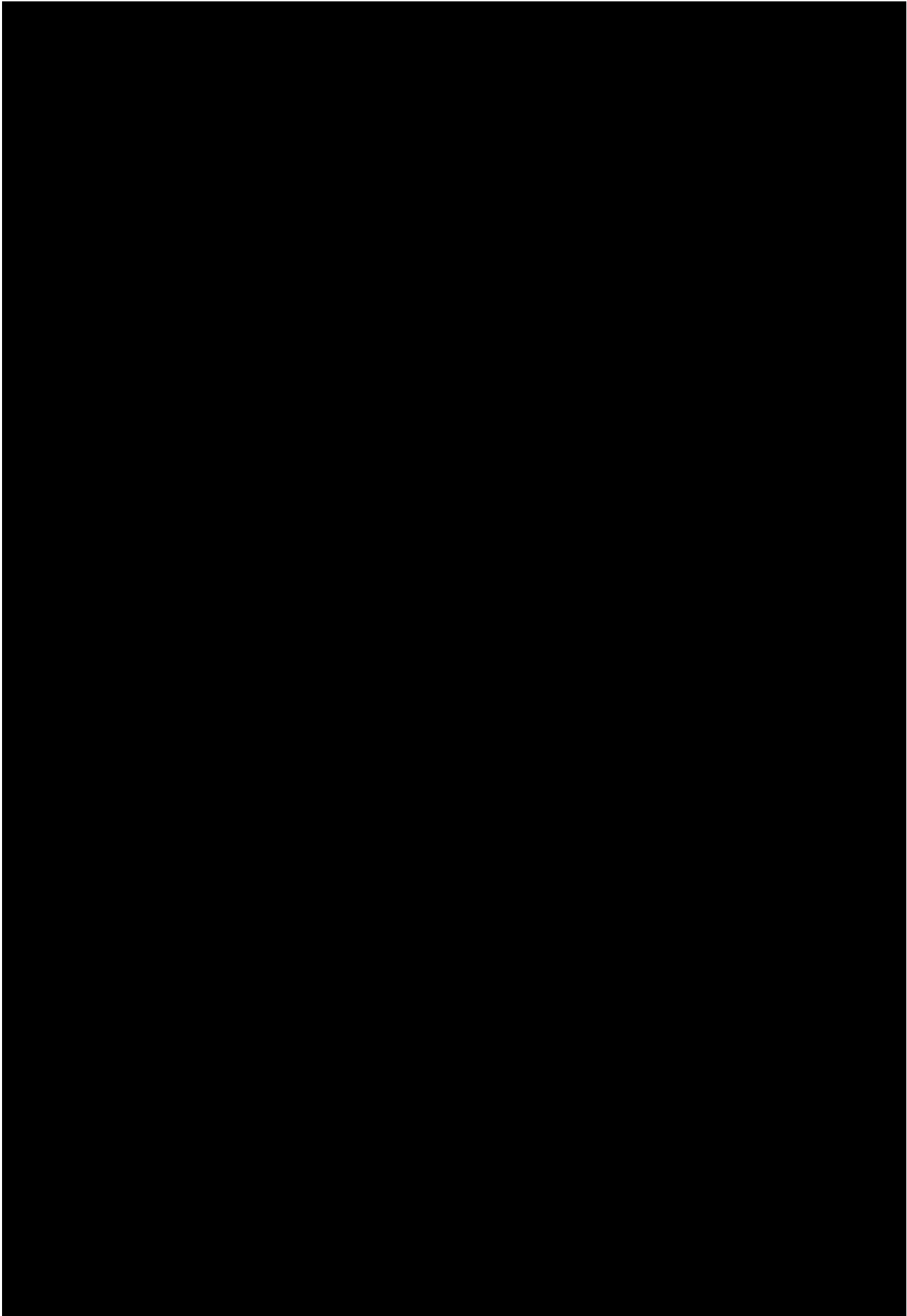
252.204-0001 Line Item Specific: Single Funding. (SEP2009)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 65 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

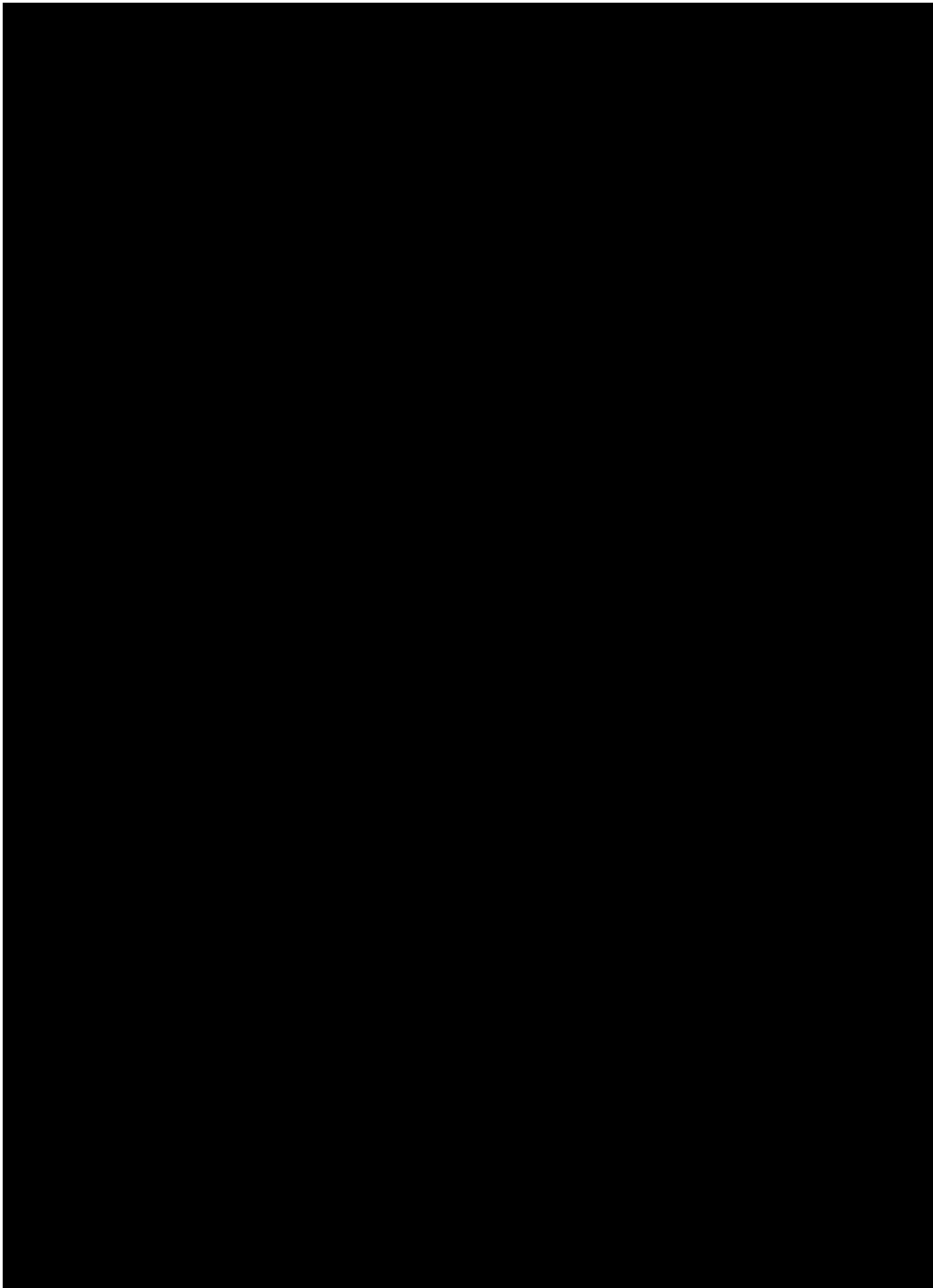
The payment office shall make payment using the ACRN funding of the line item being billed.



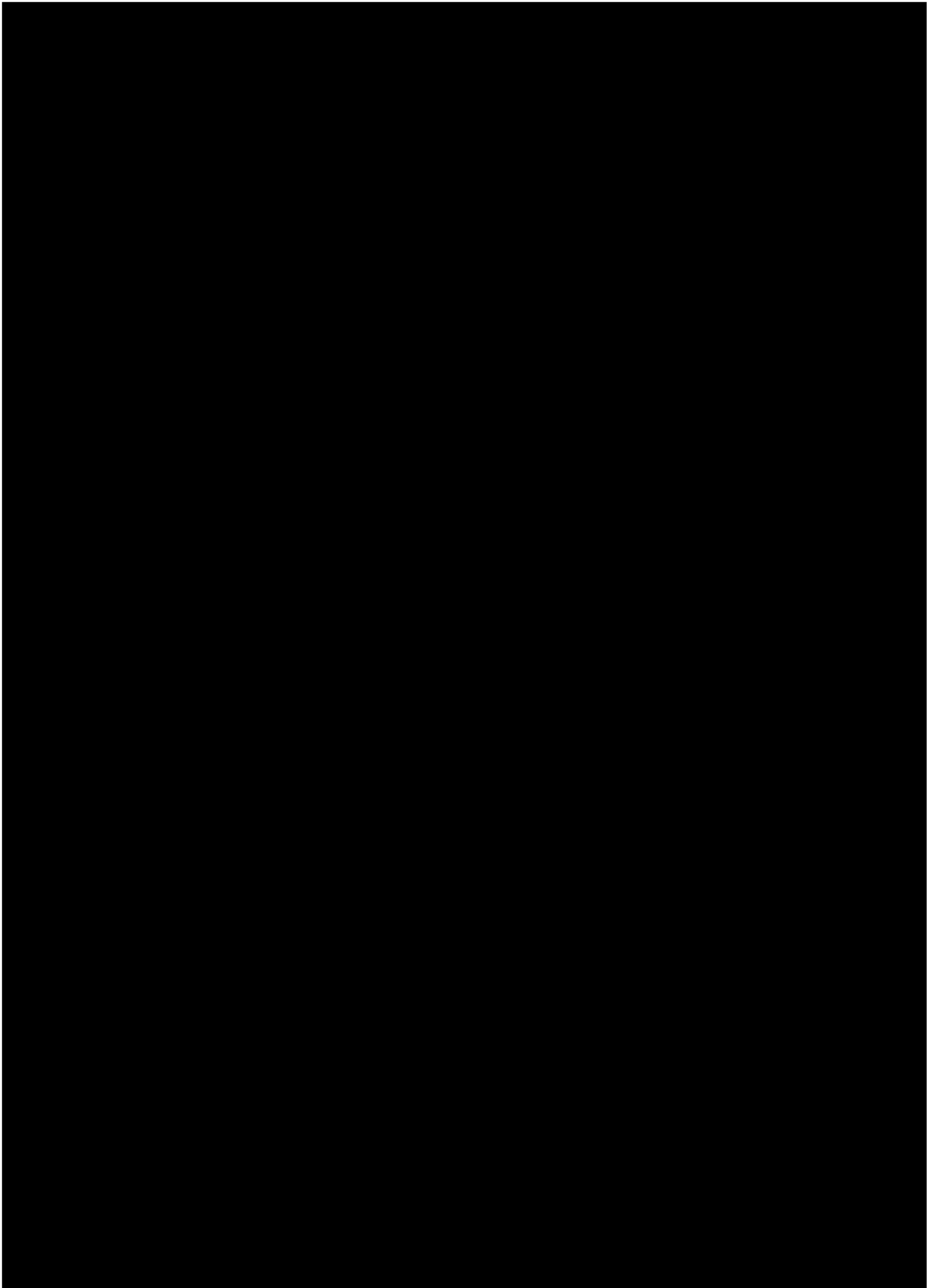
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 66 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



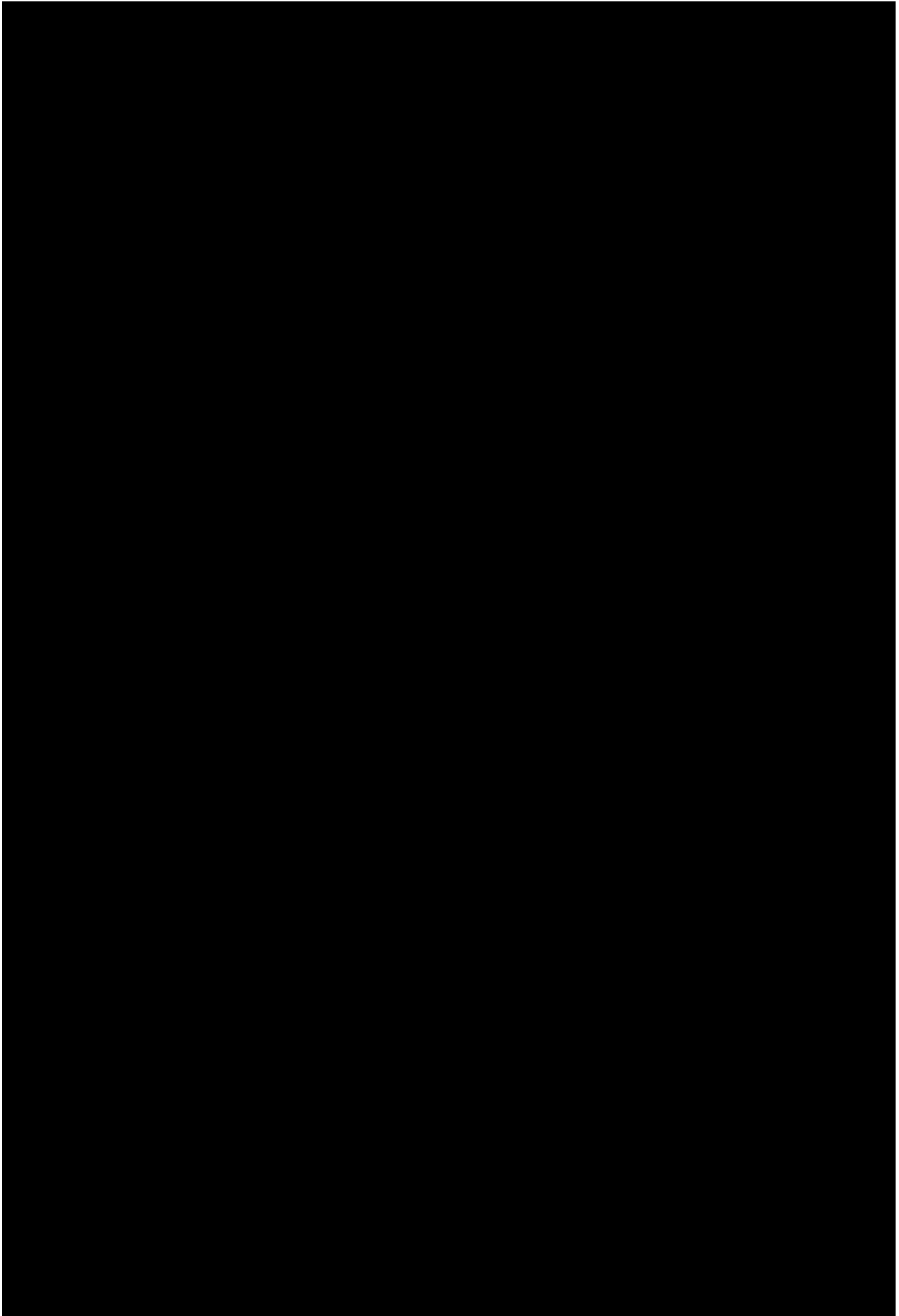
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 67 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



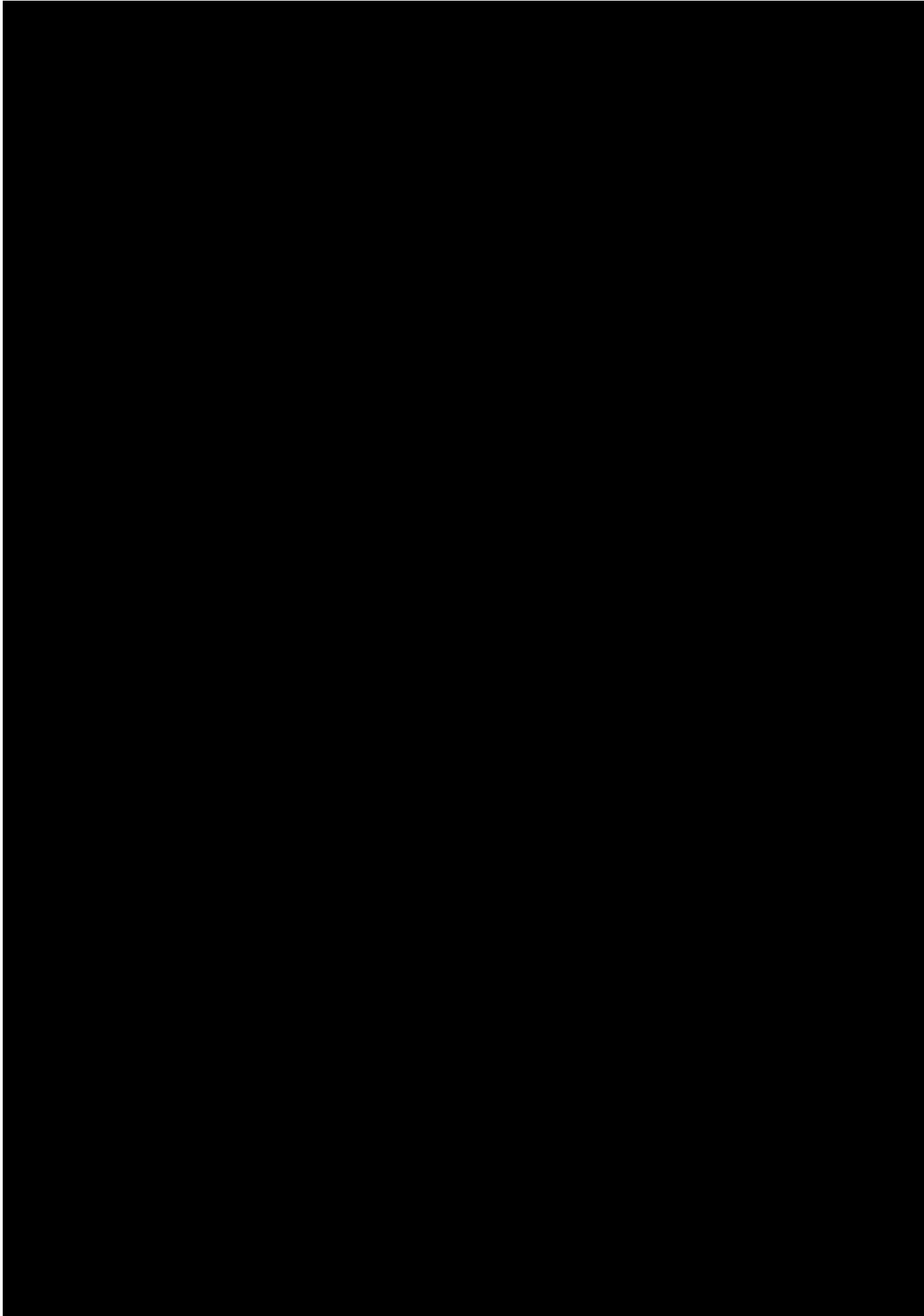
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 68 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



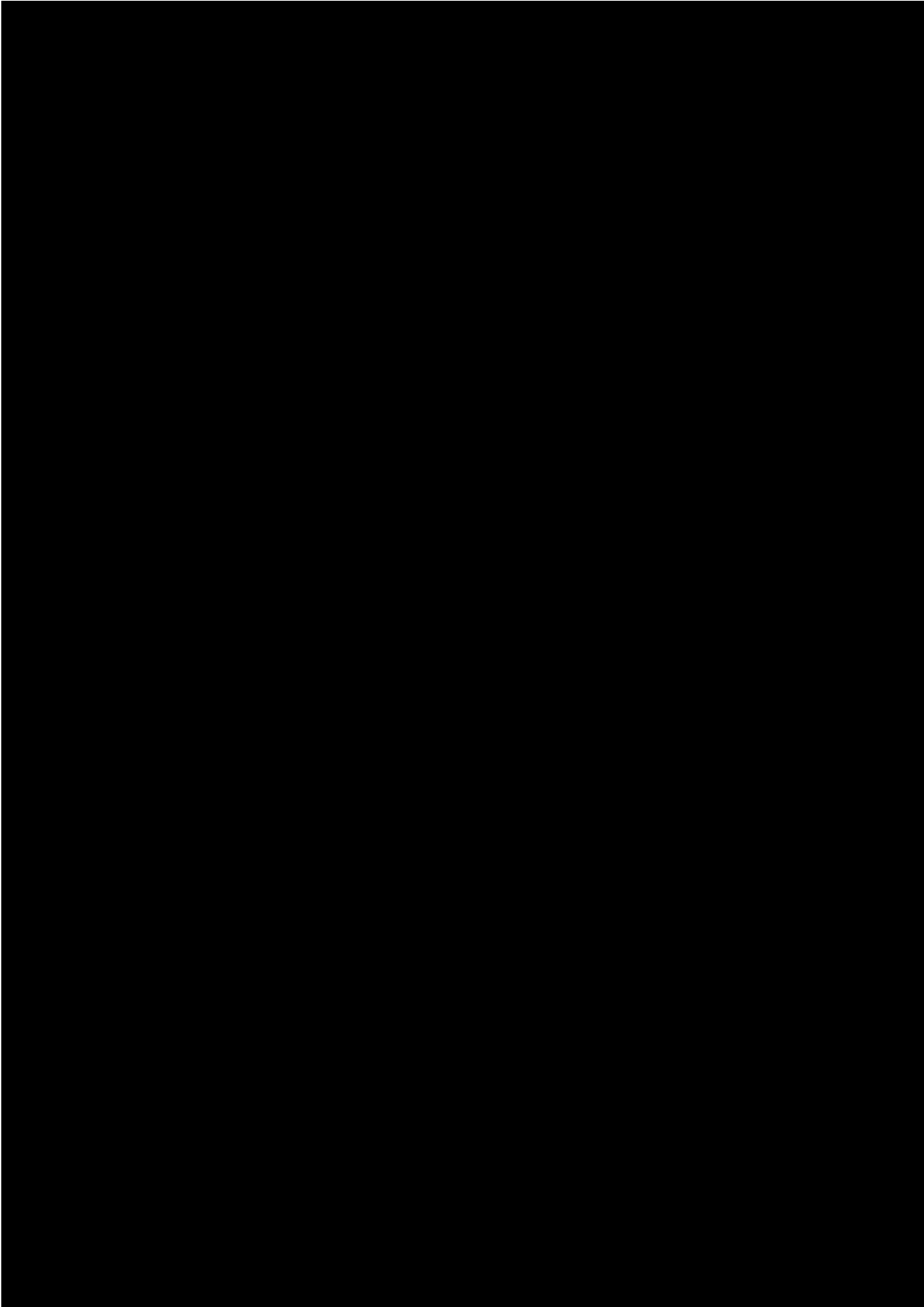
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 69 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



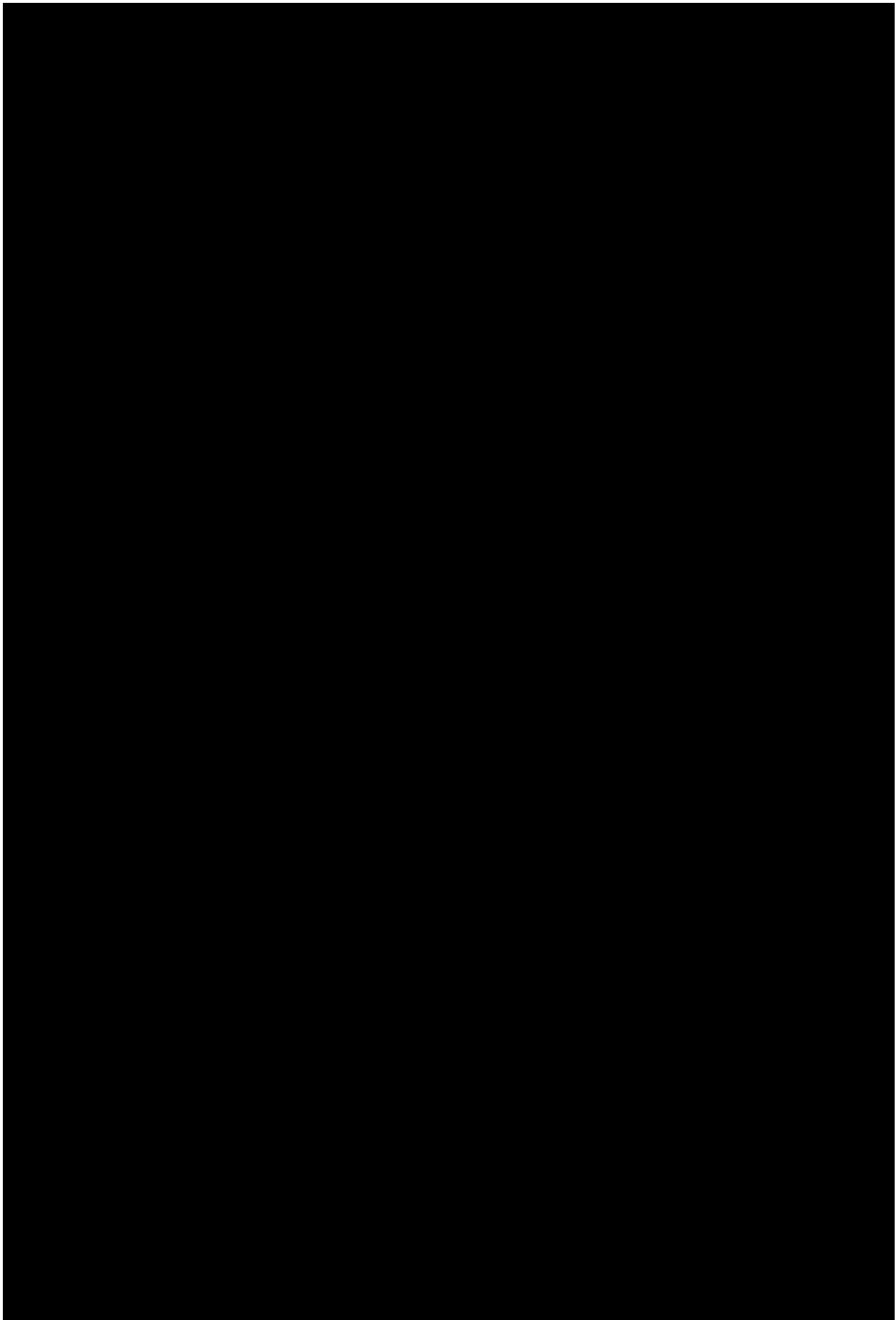
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 70 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



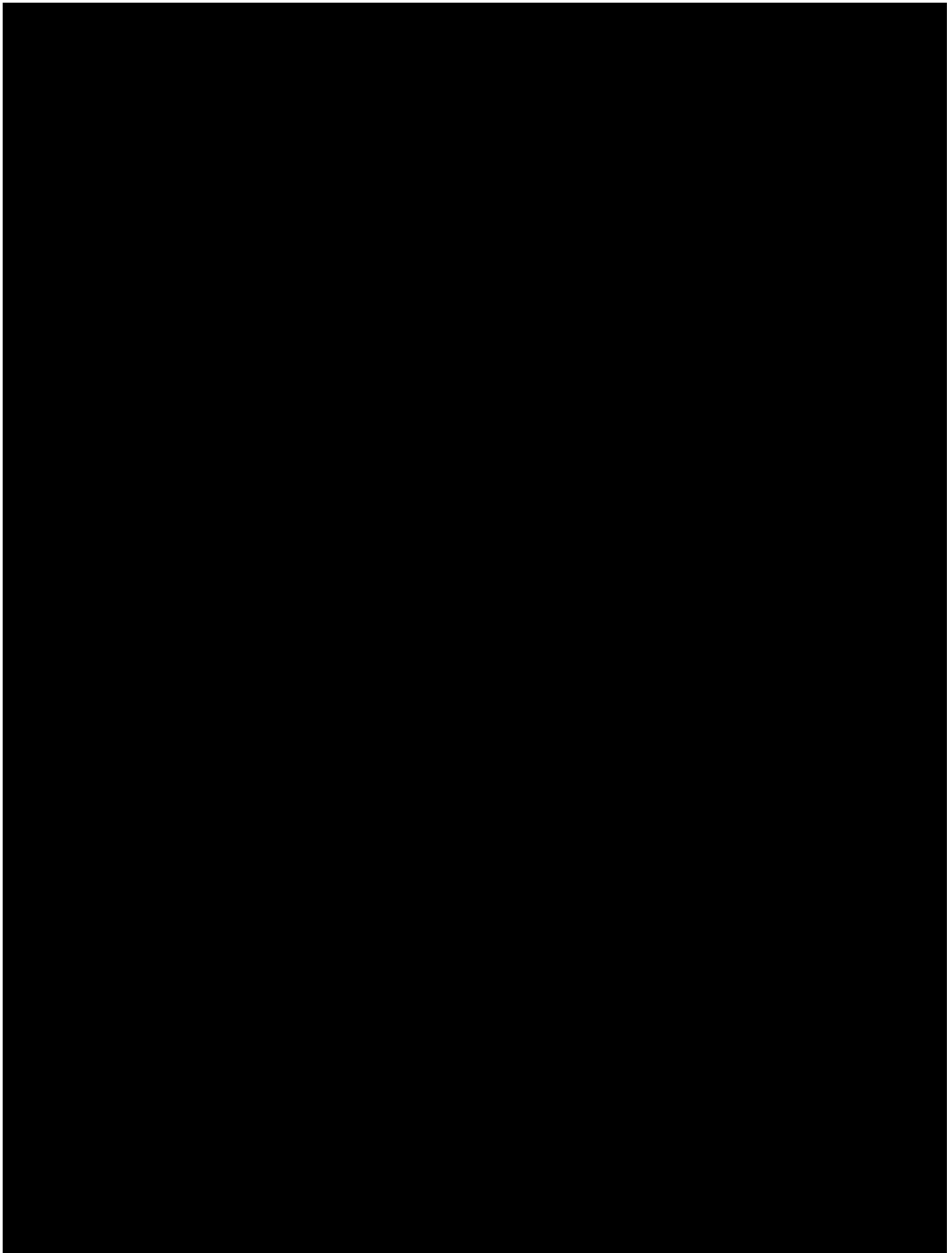
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 71 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



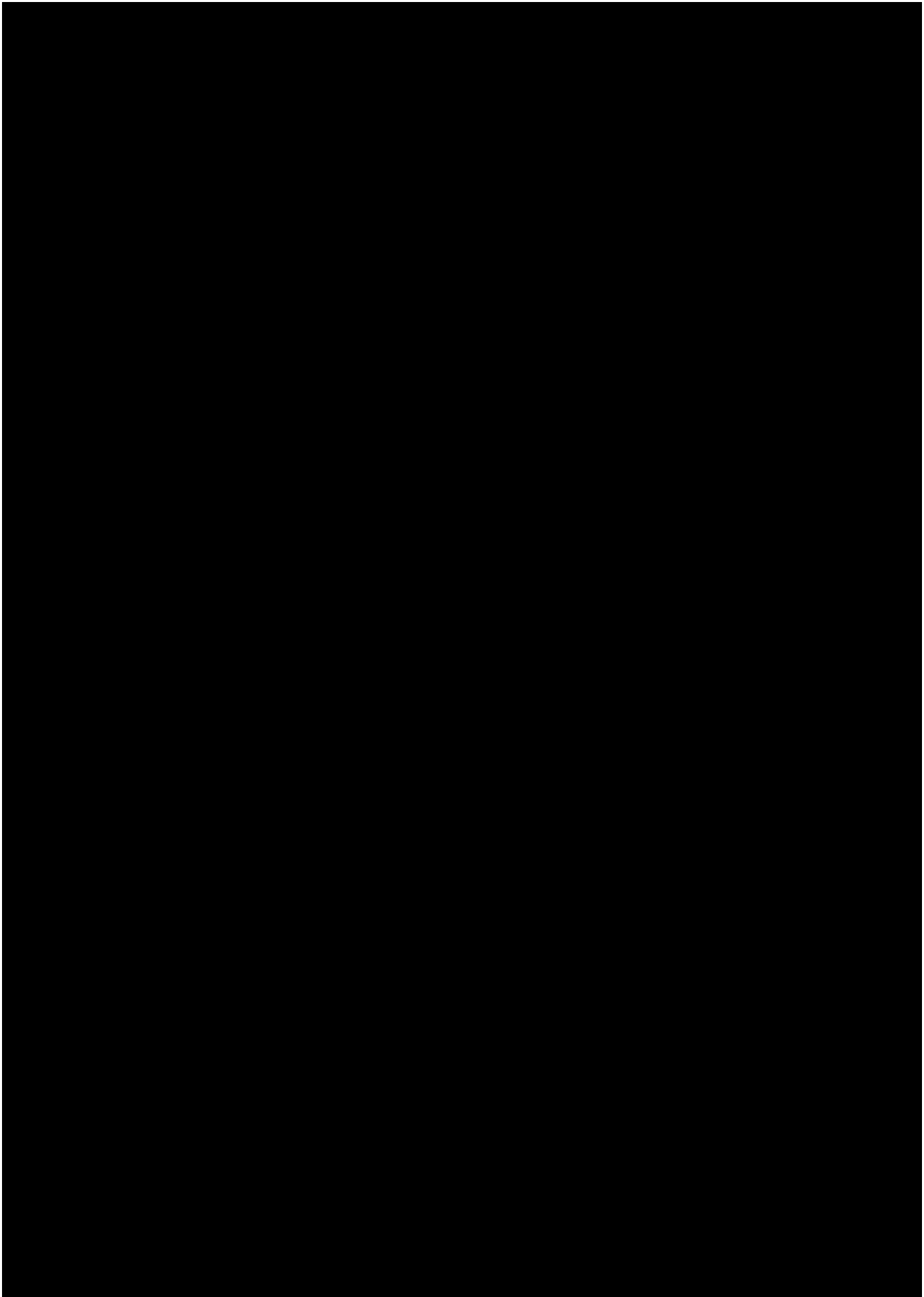
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 72 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



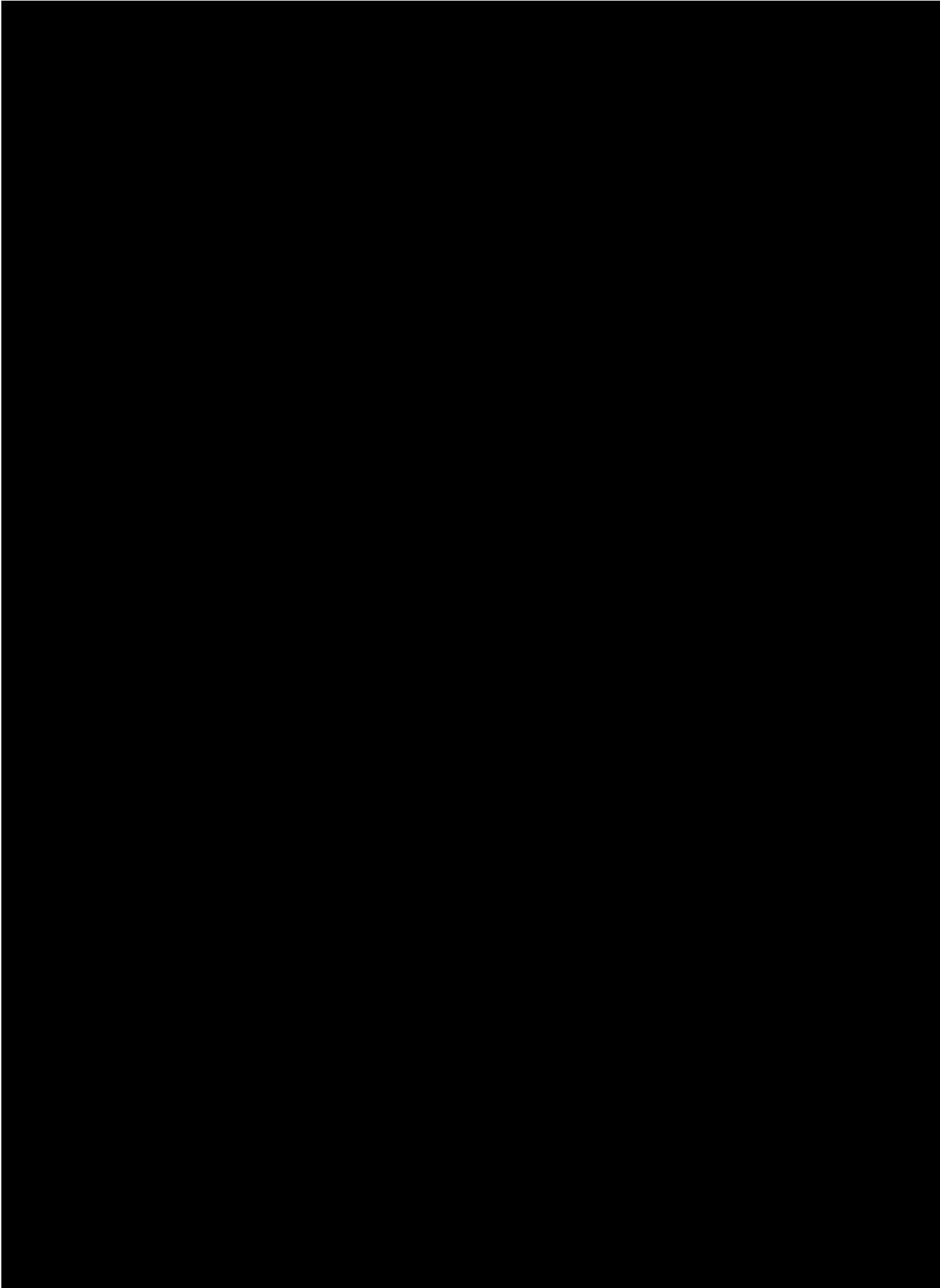
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 73 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



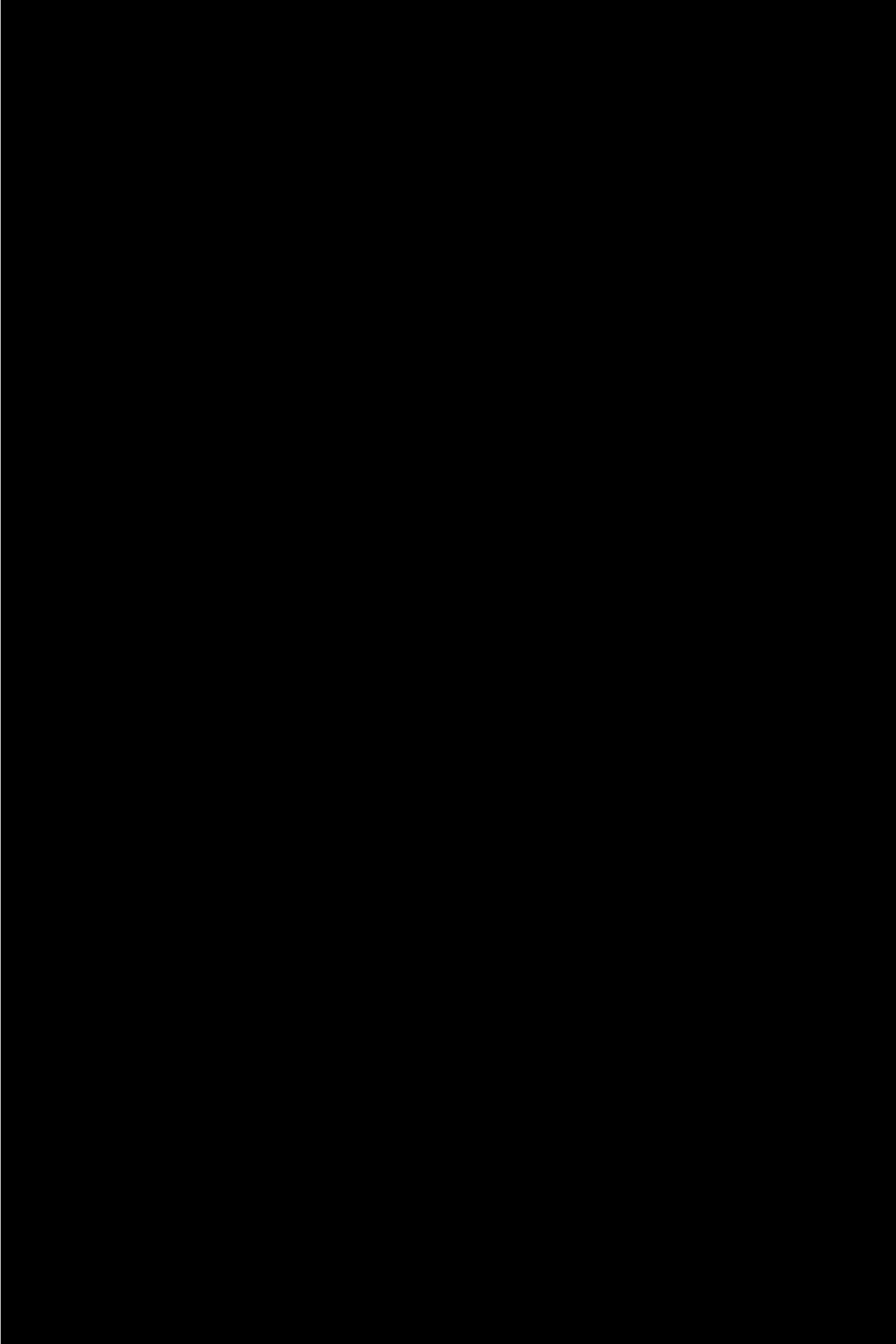
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 74 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



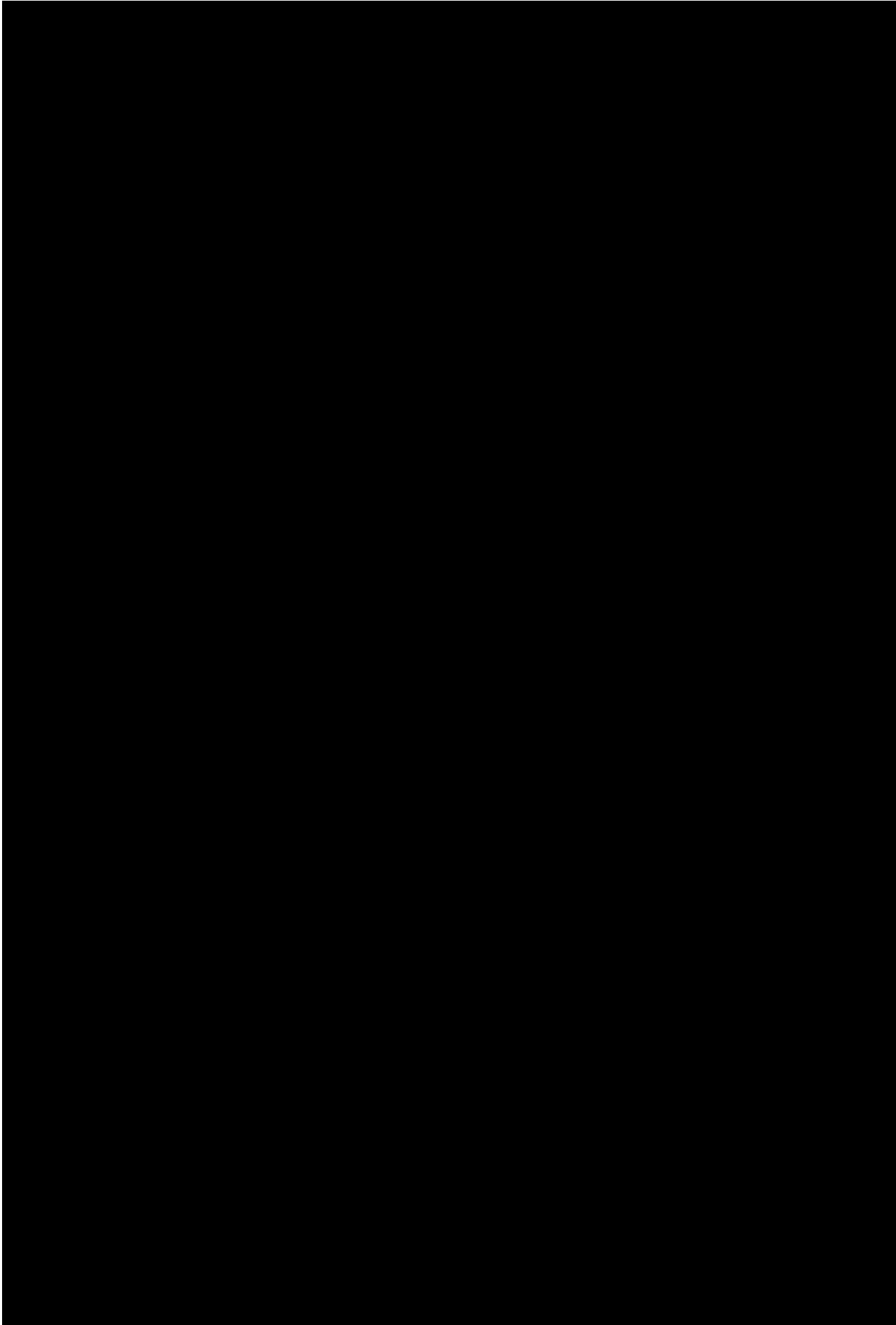
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 75 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



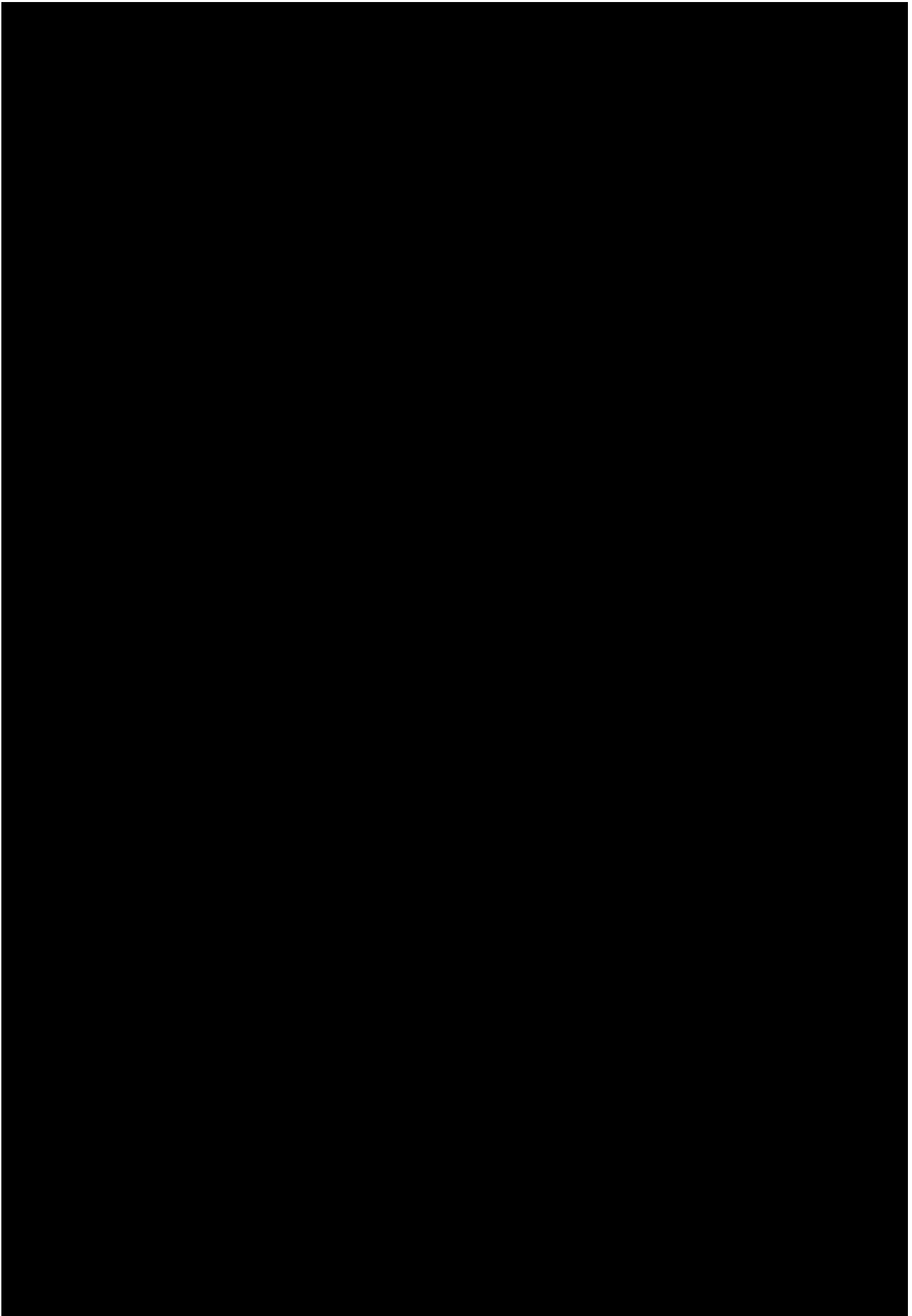
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 76 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



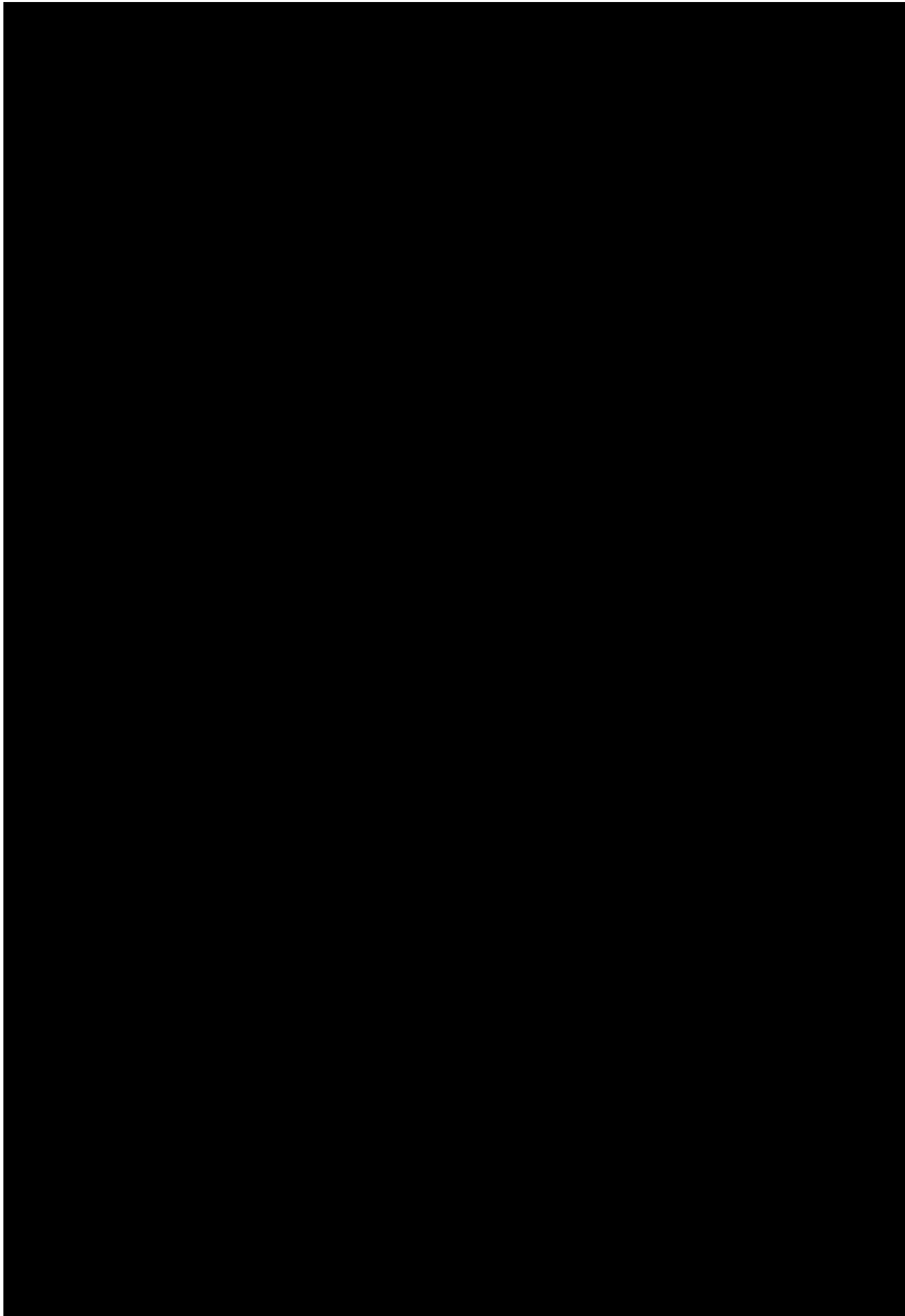
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 77 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



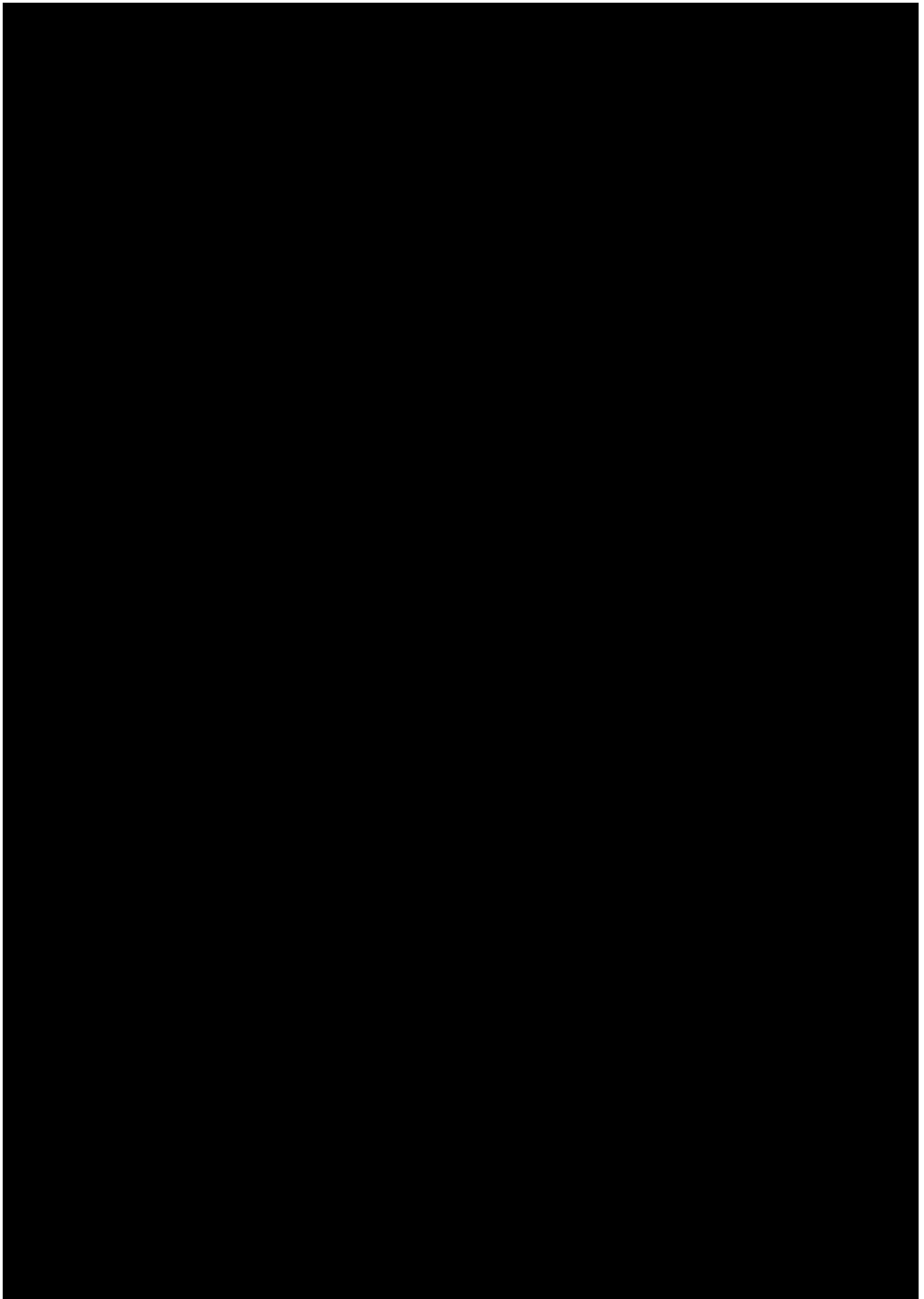
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 78 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



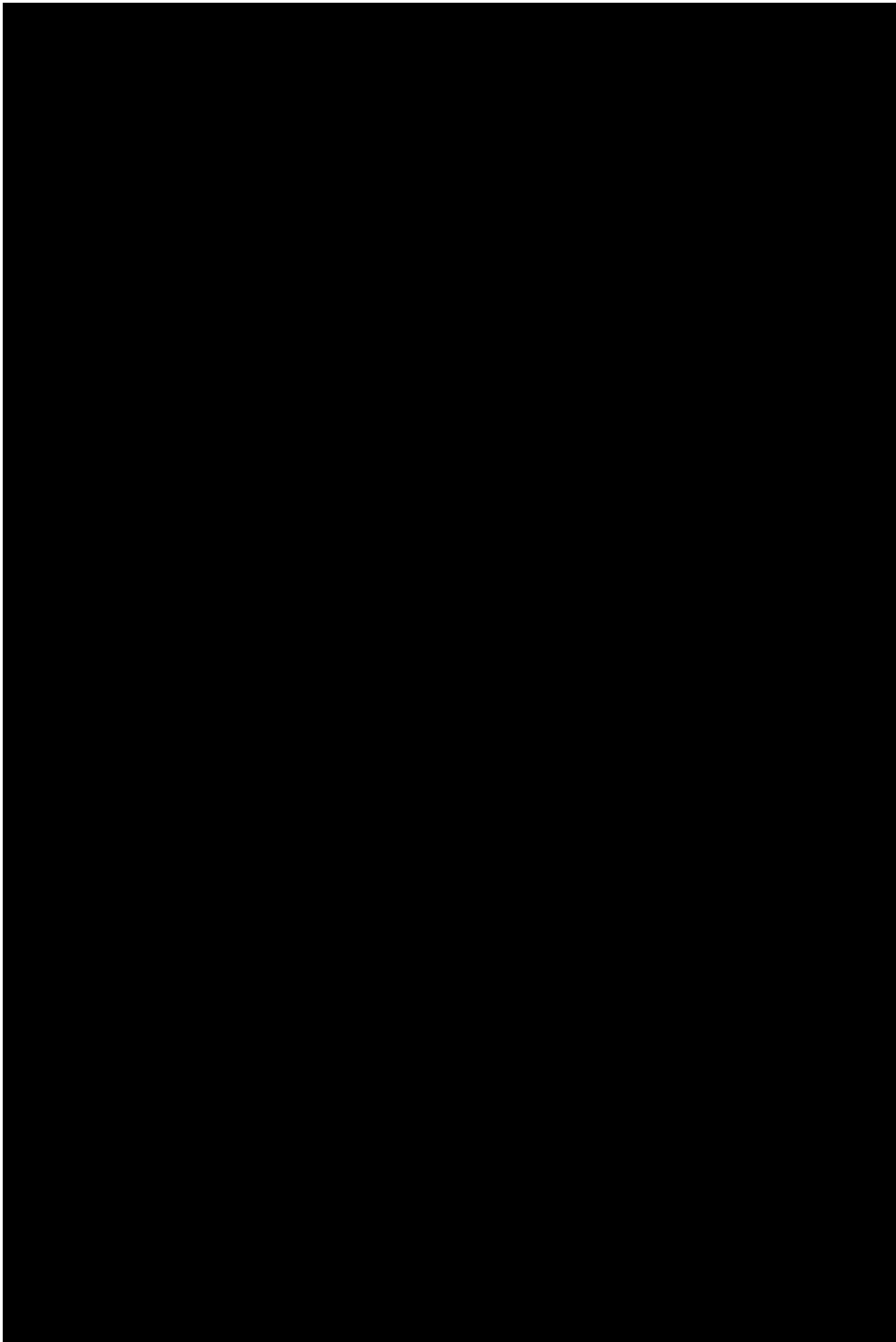
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 79 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



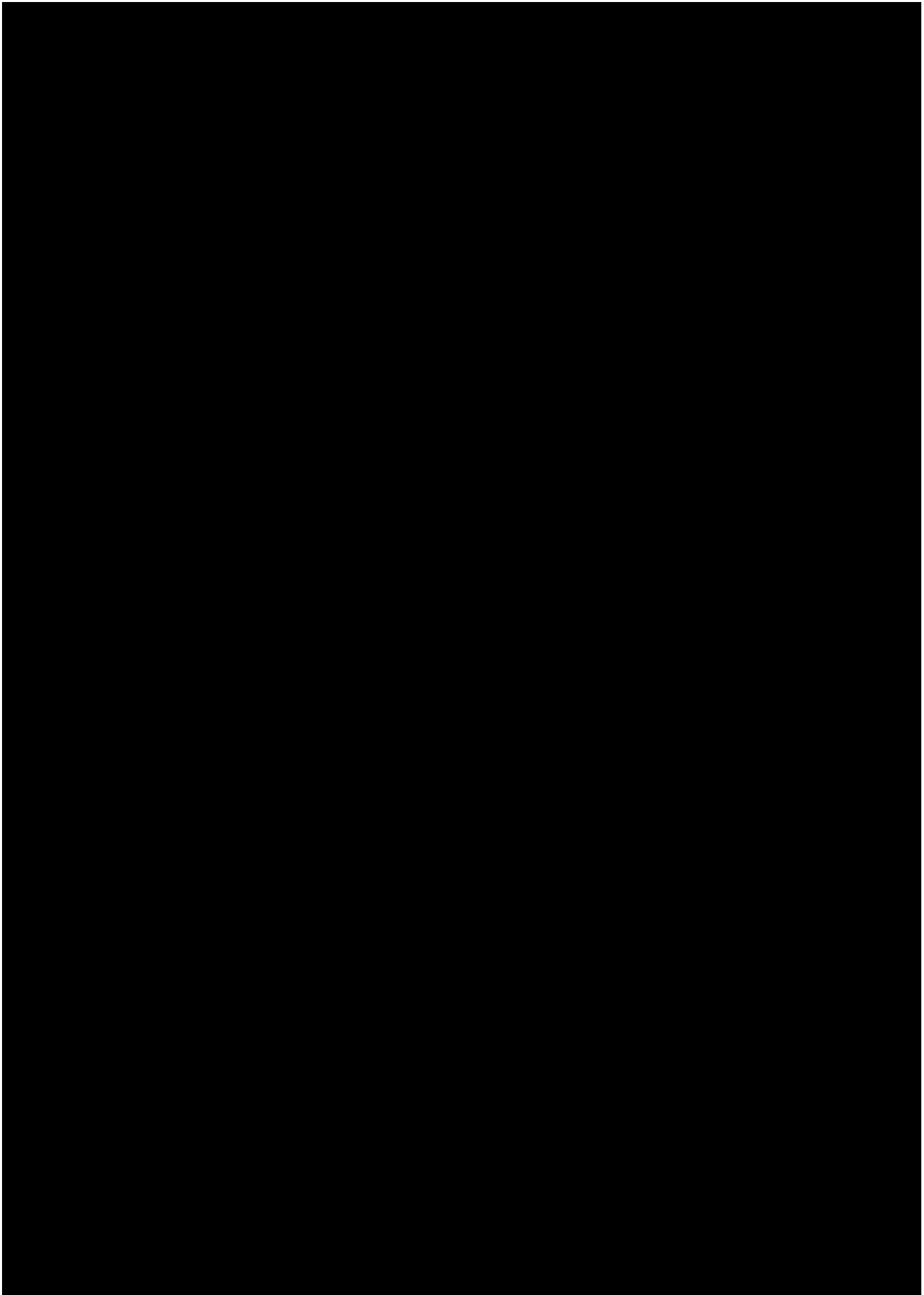
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 80 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



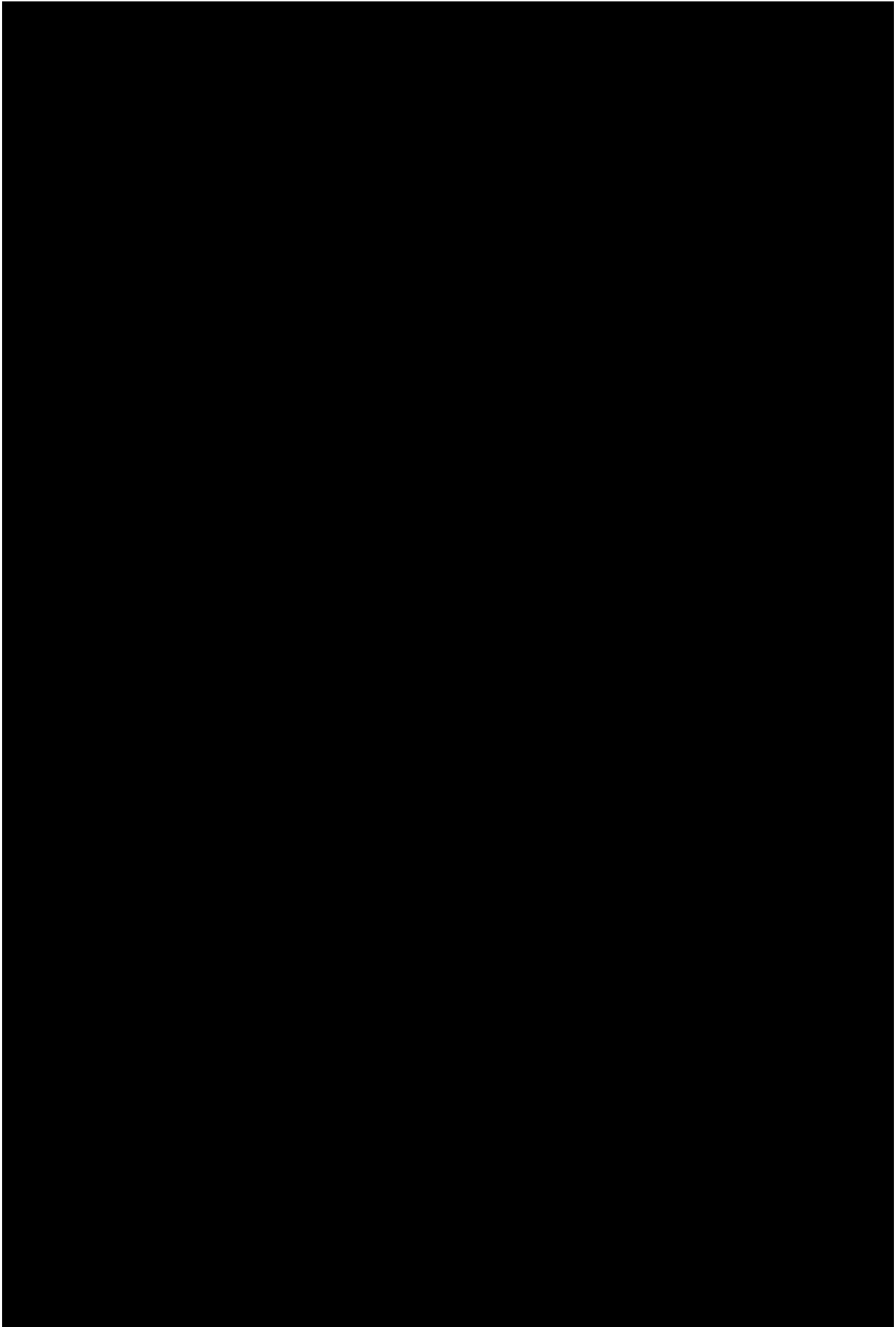
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 81 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



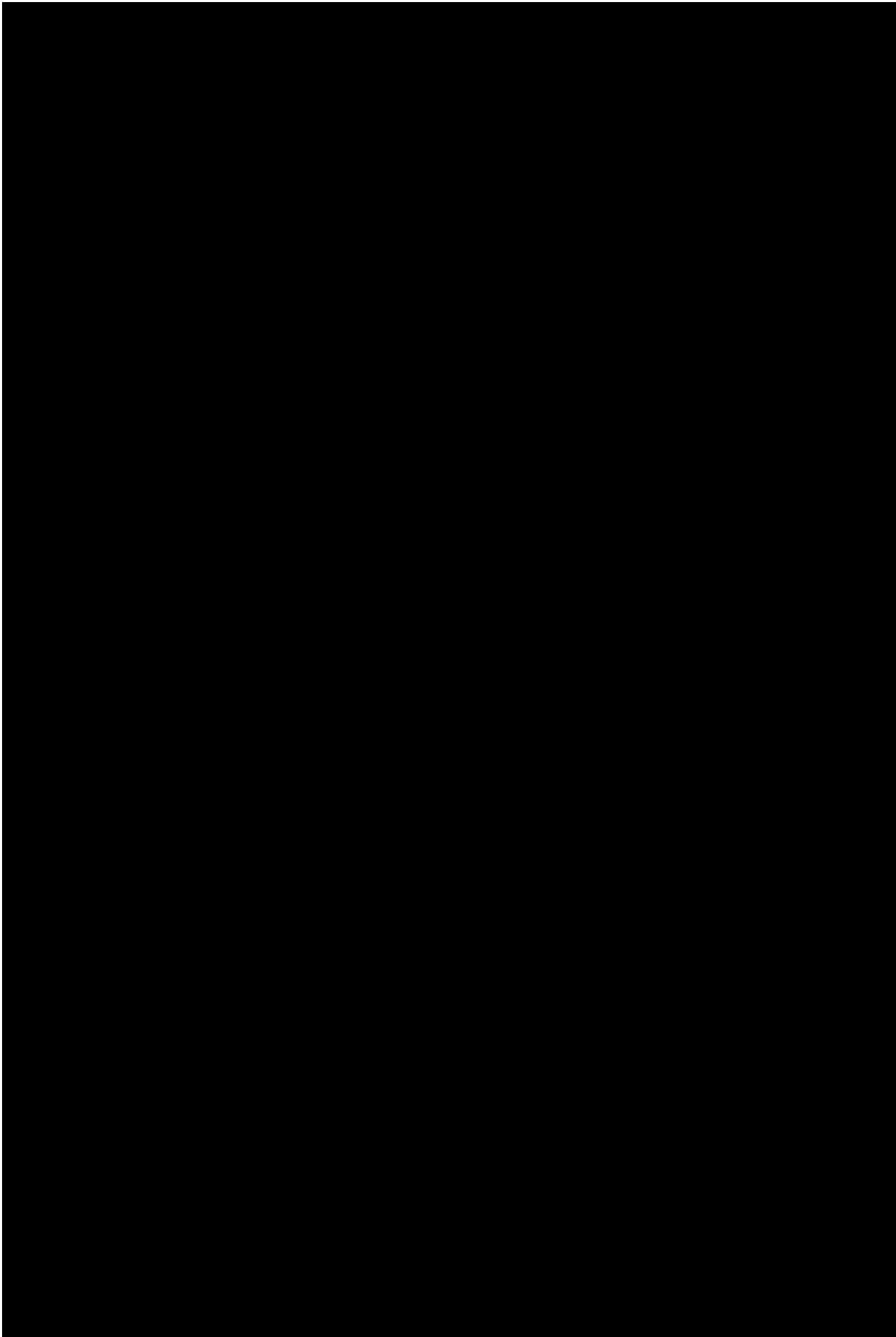
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 82 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



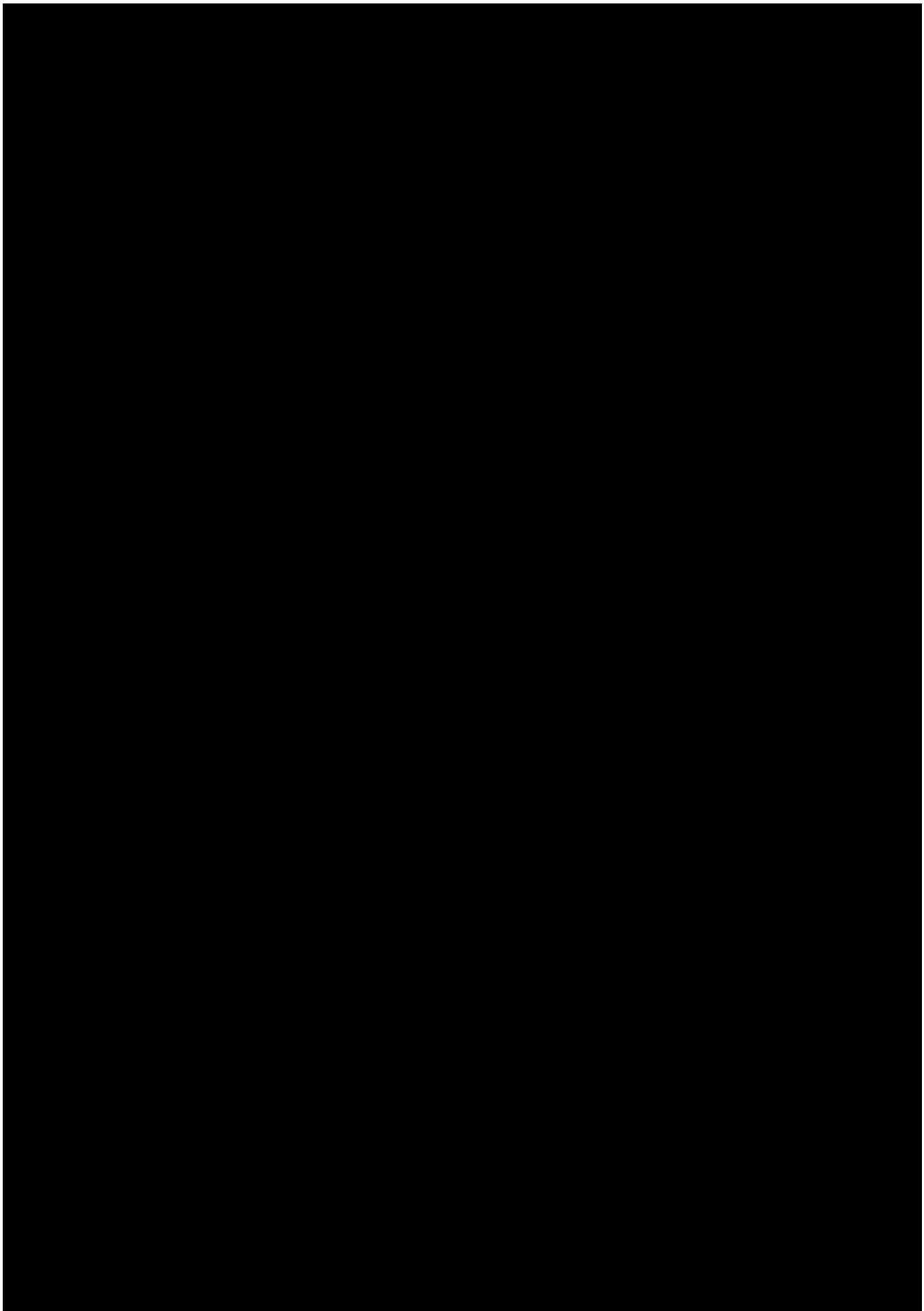
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 83 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



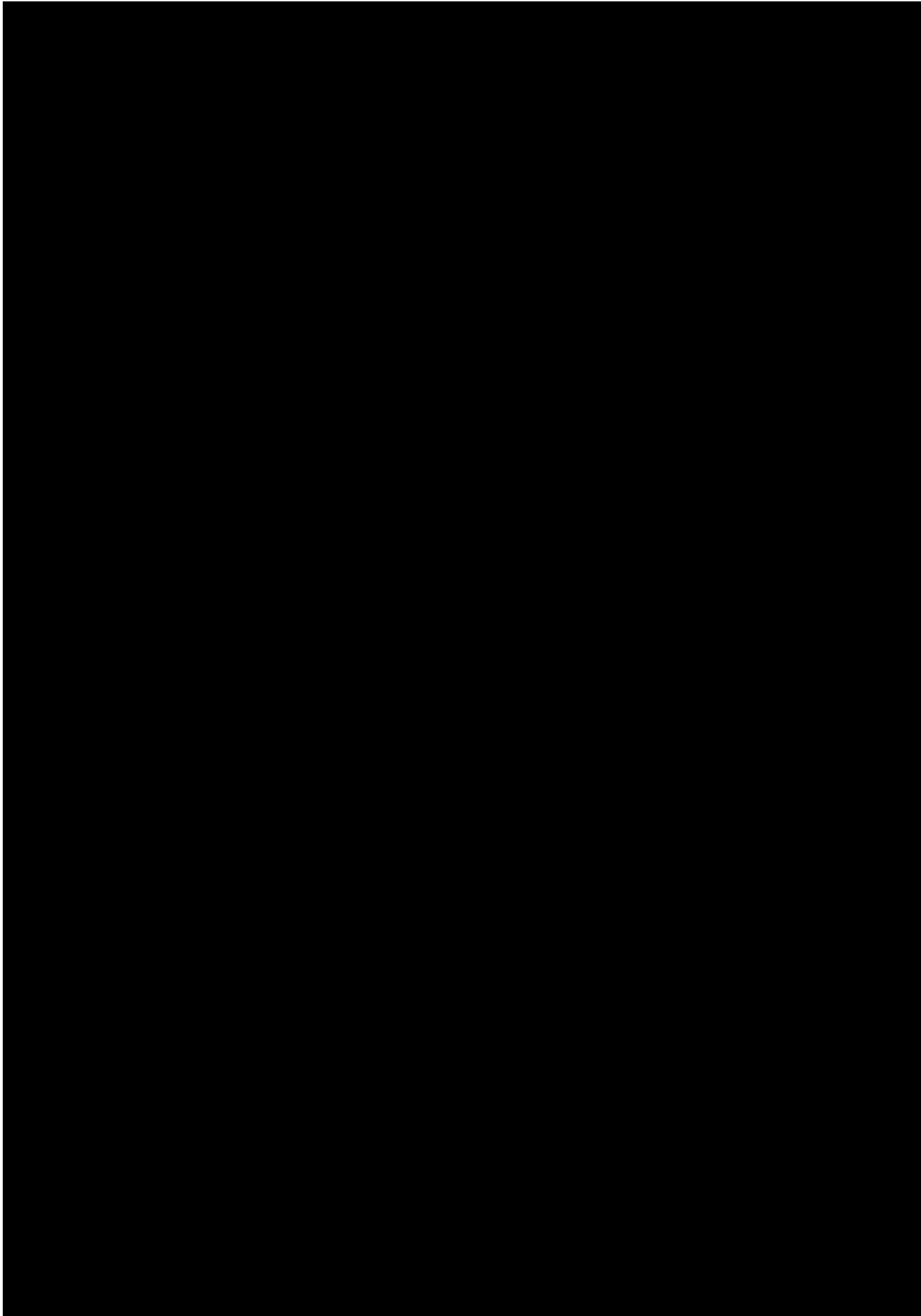
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 84 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



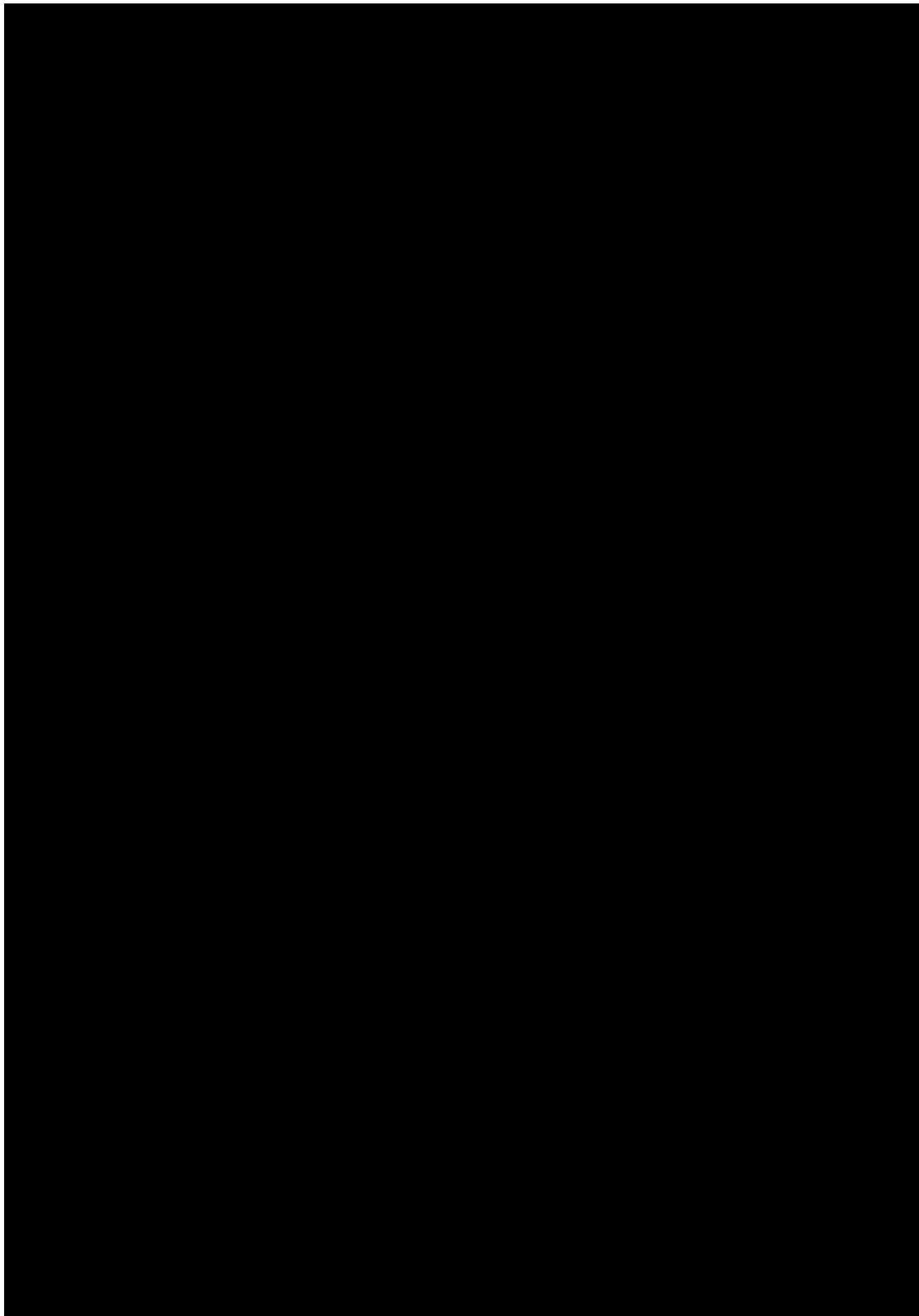
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 85 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



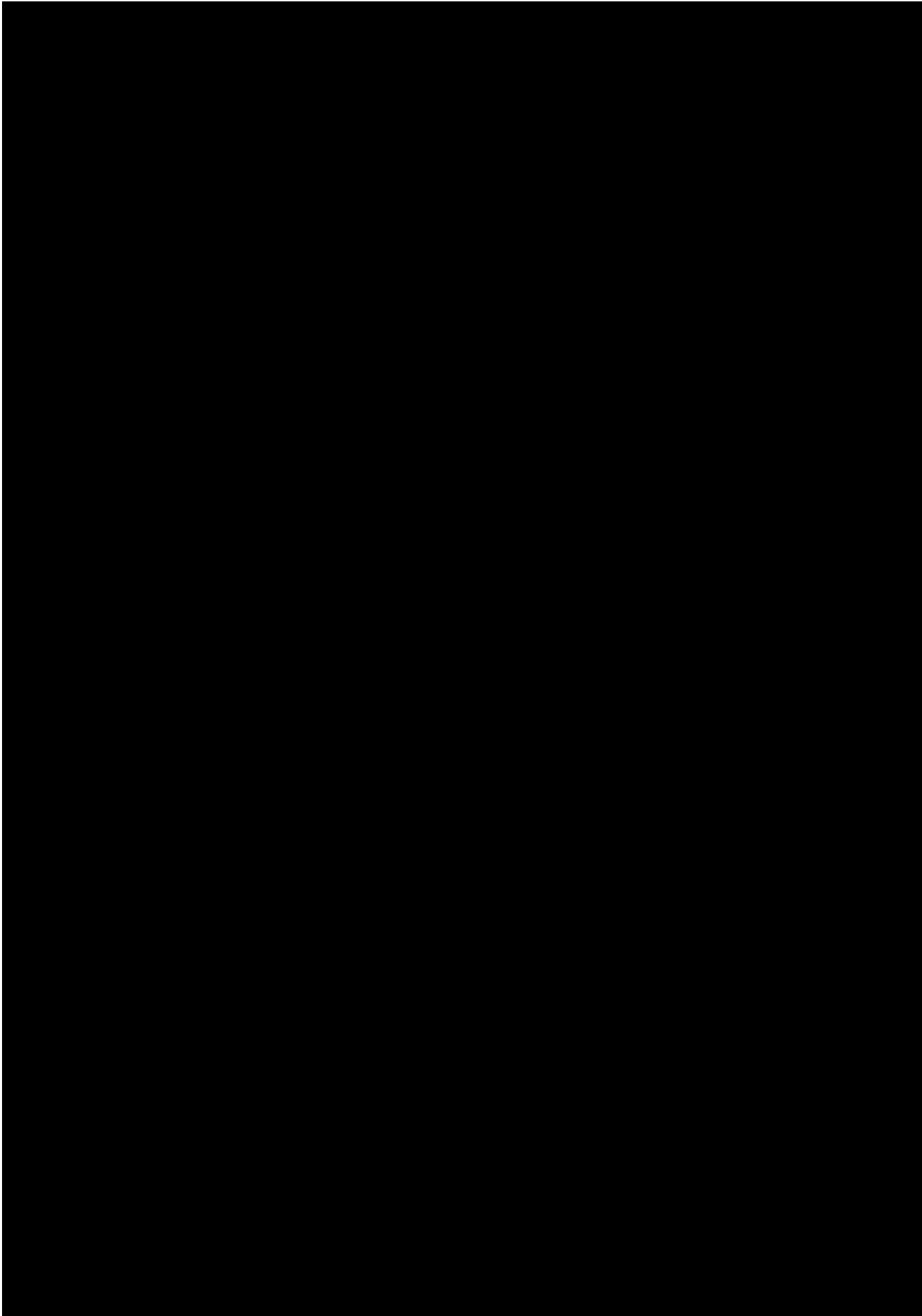
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 86 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



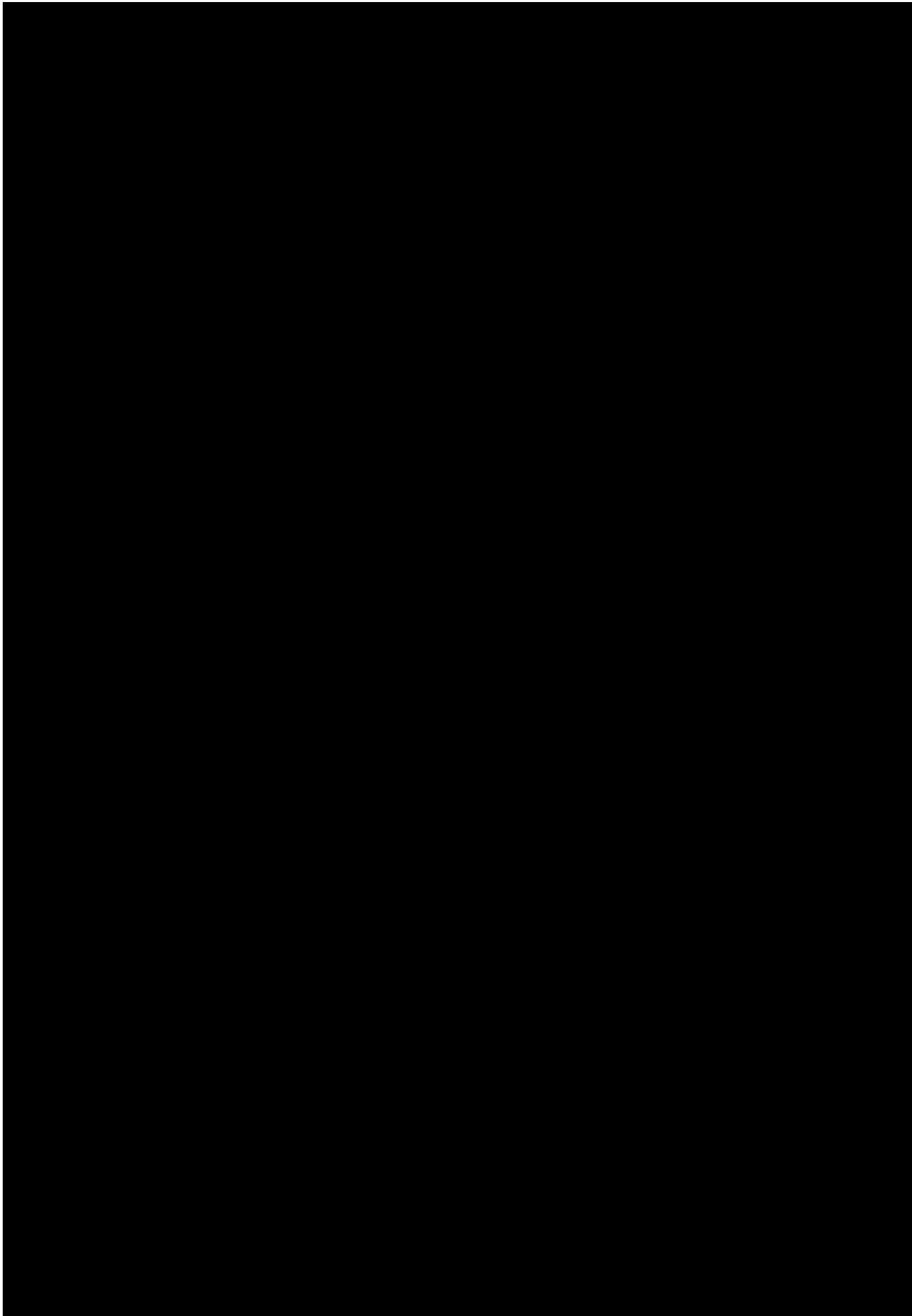
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 87 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



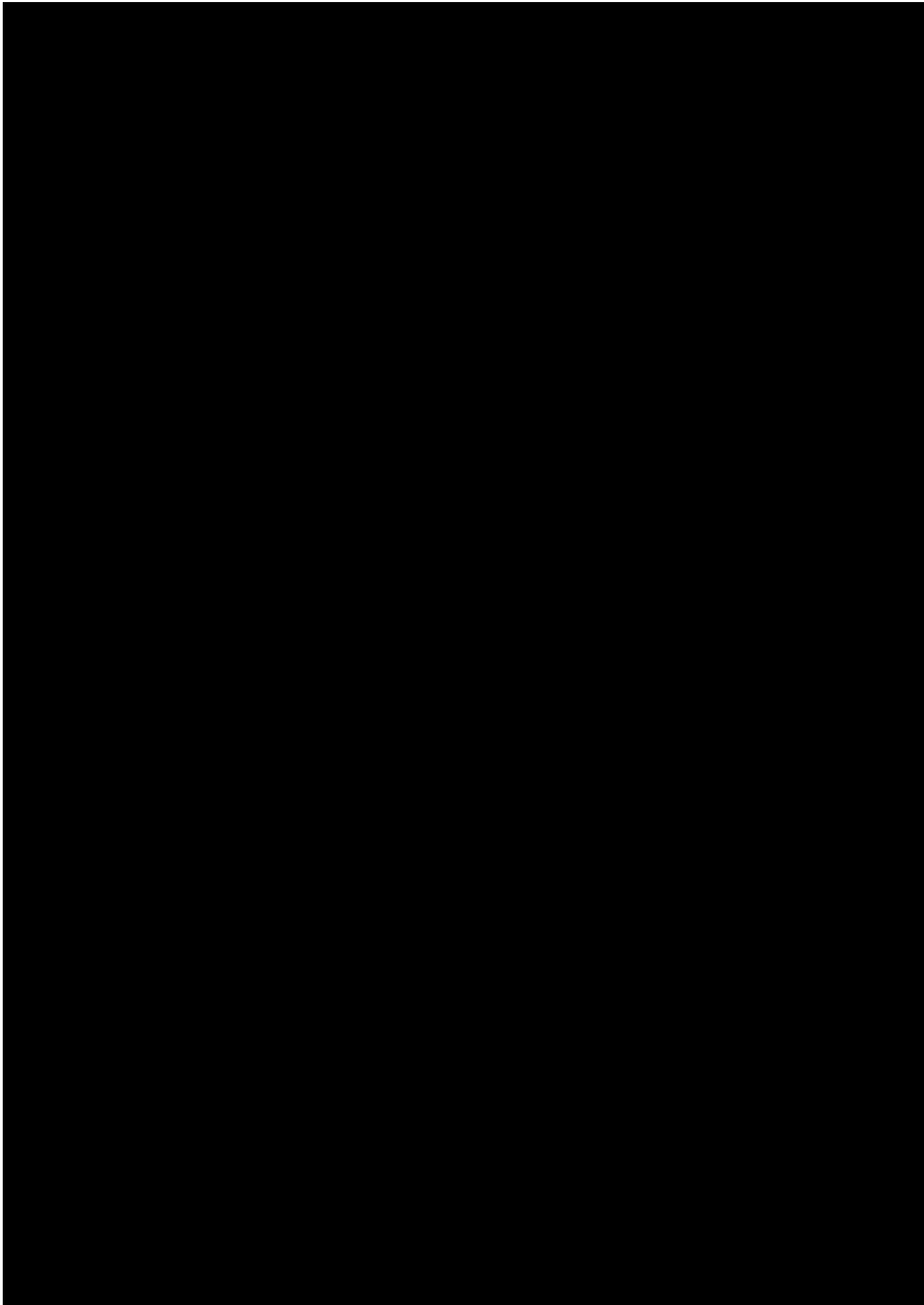
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 88 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



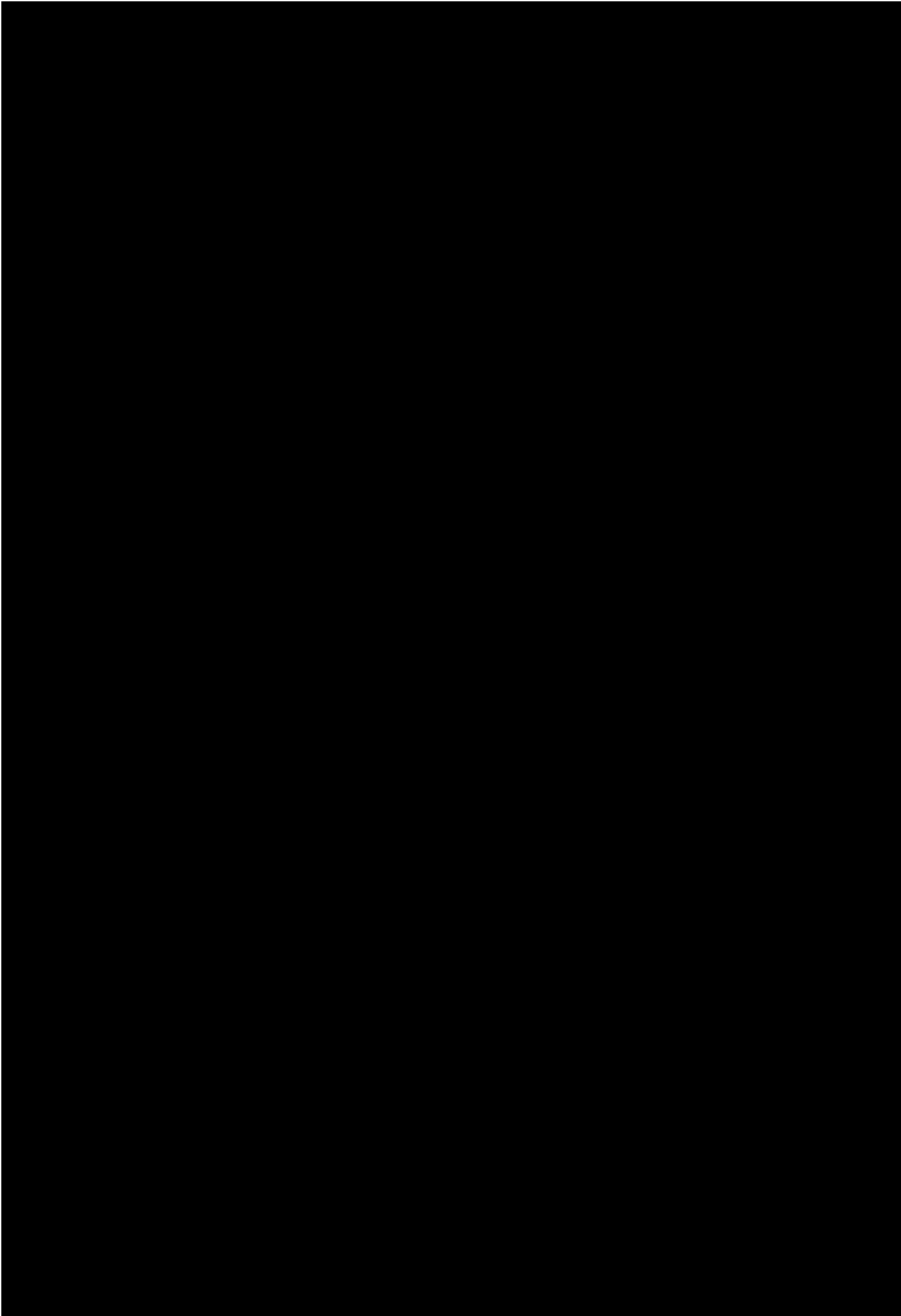
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 89 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



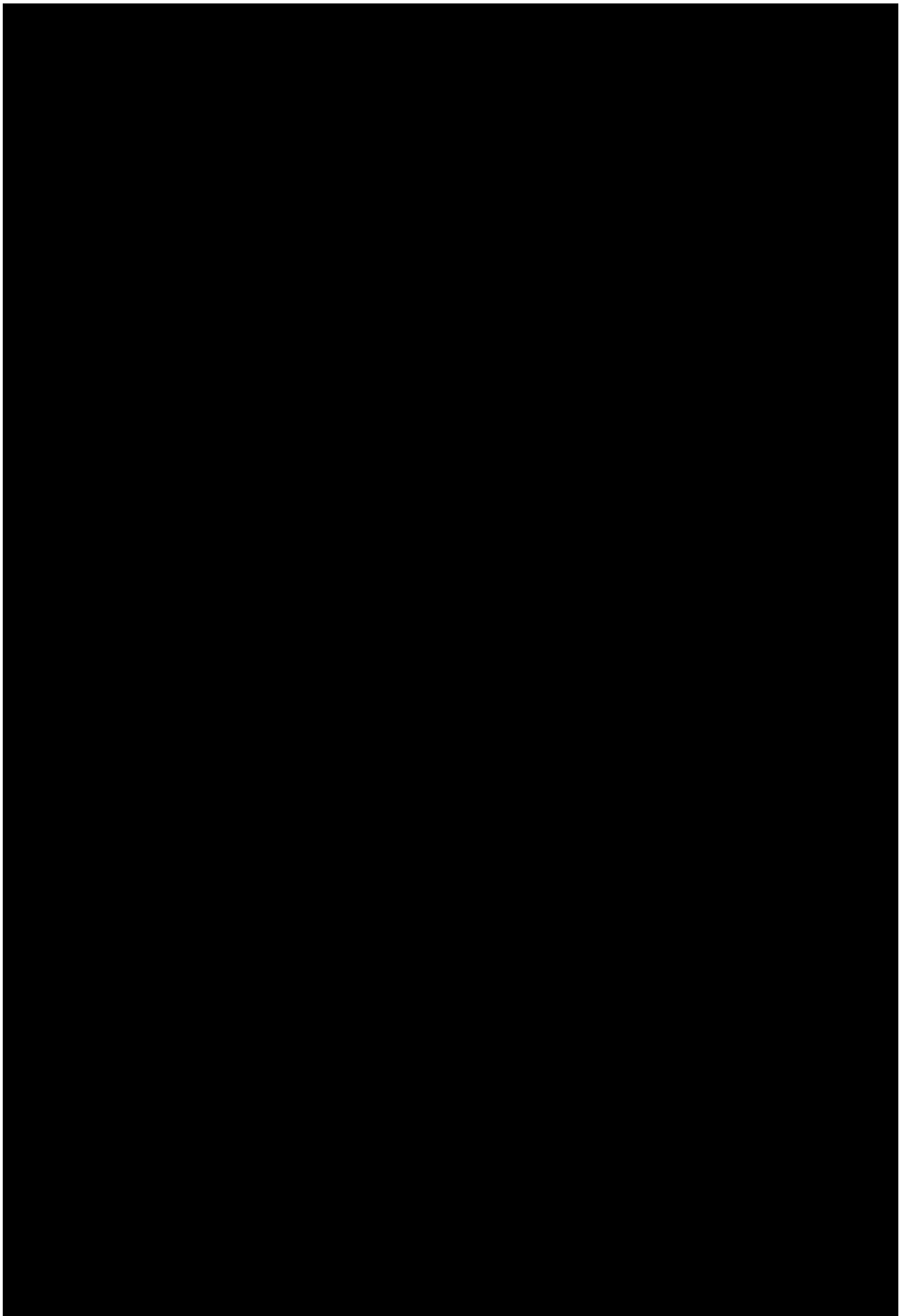
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 90 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



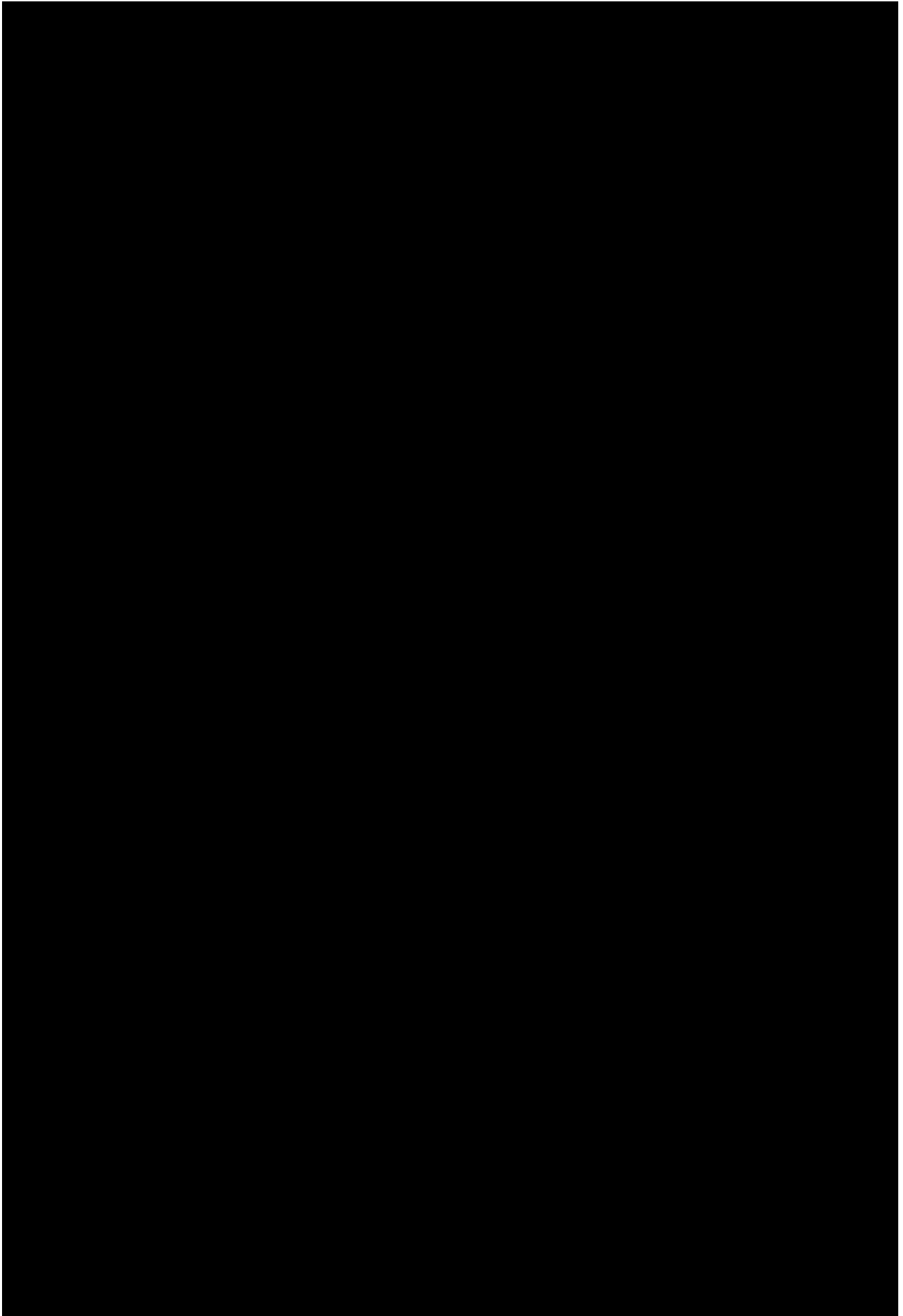
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 91 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



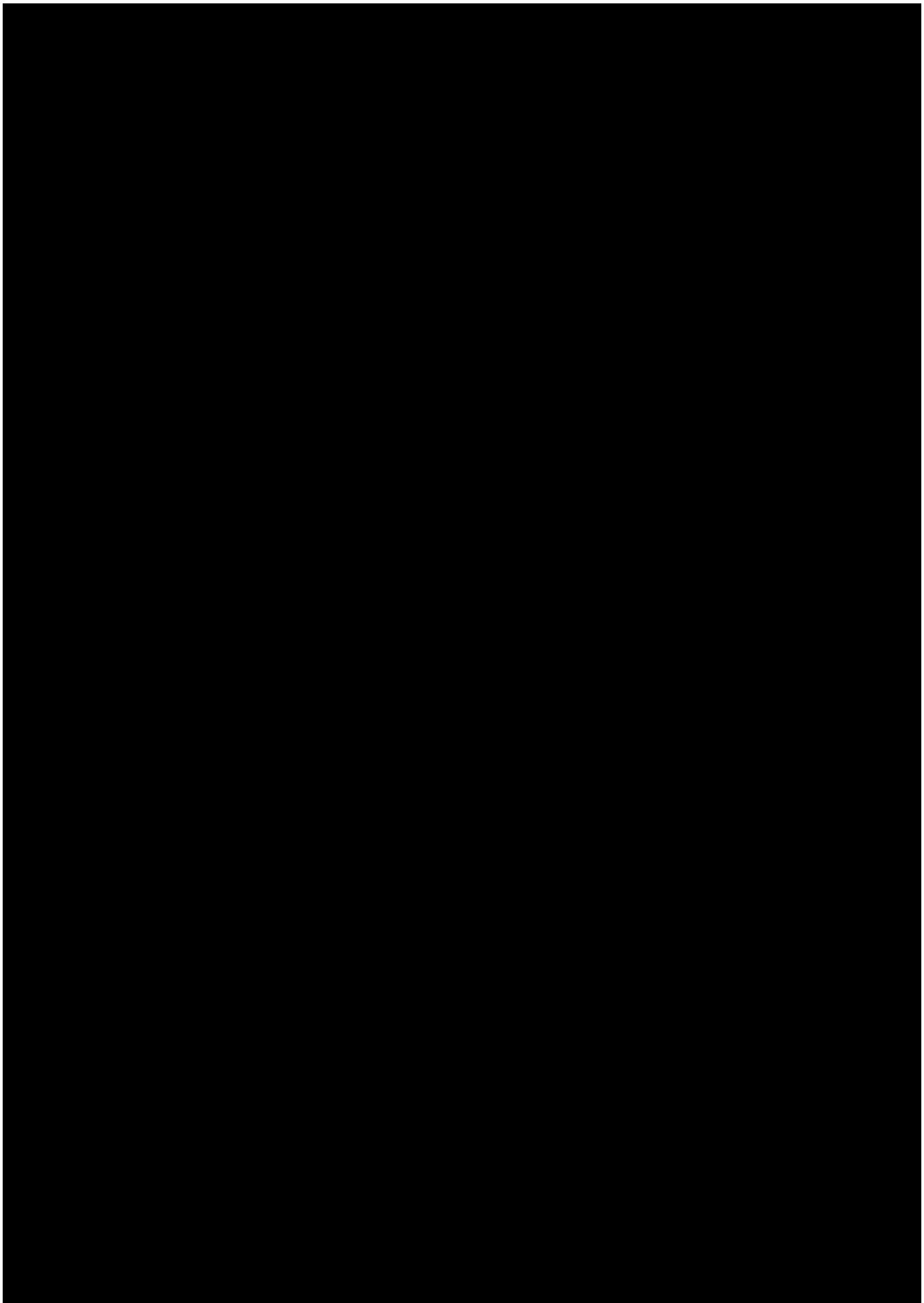
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 92 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



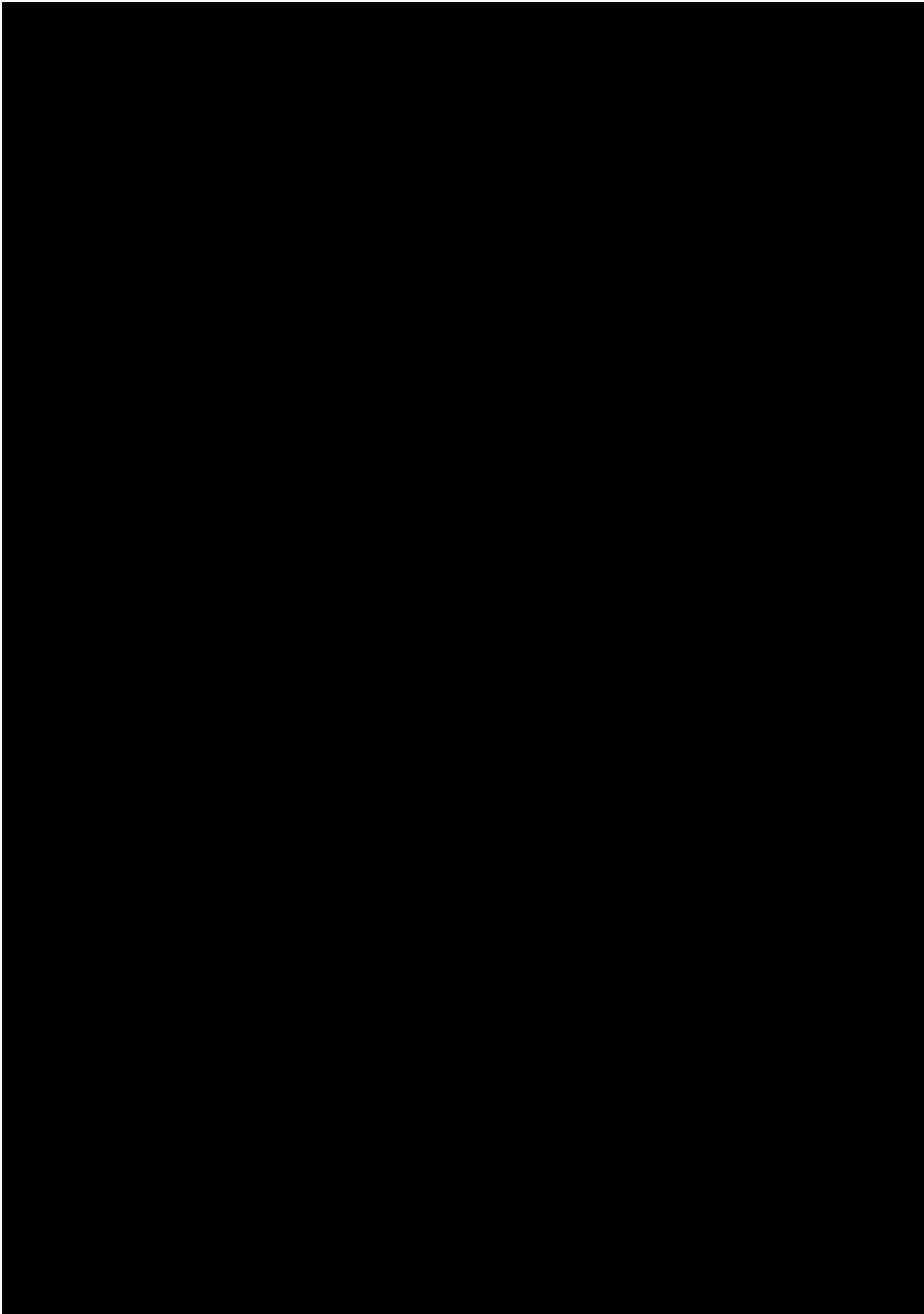
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 93 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



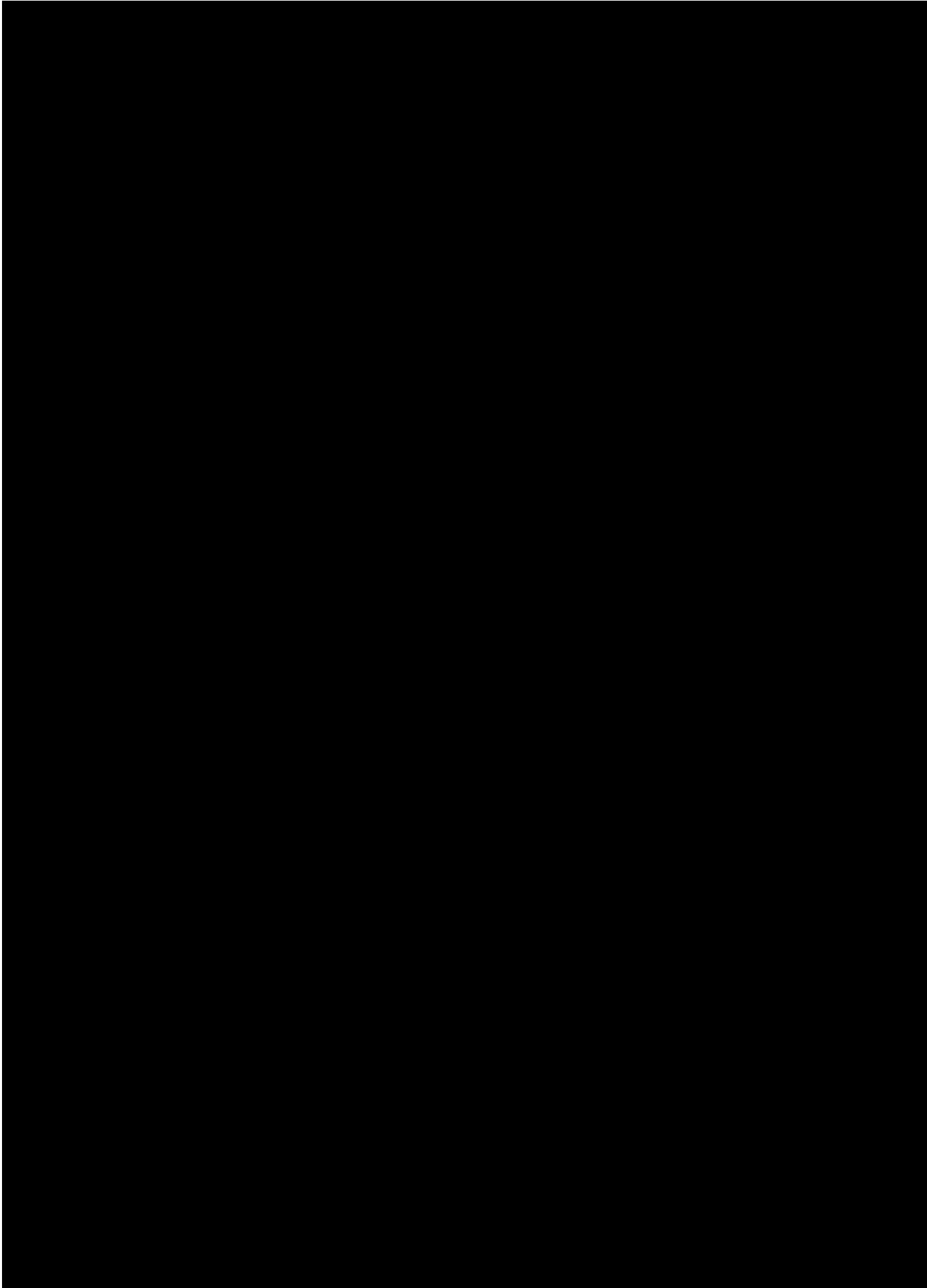
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 94 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



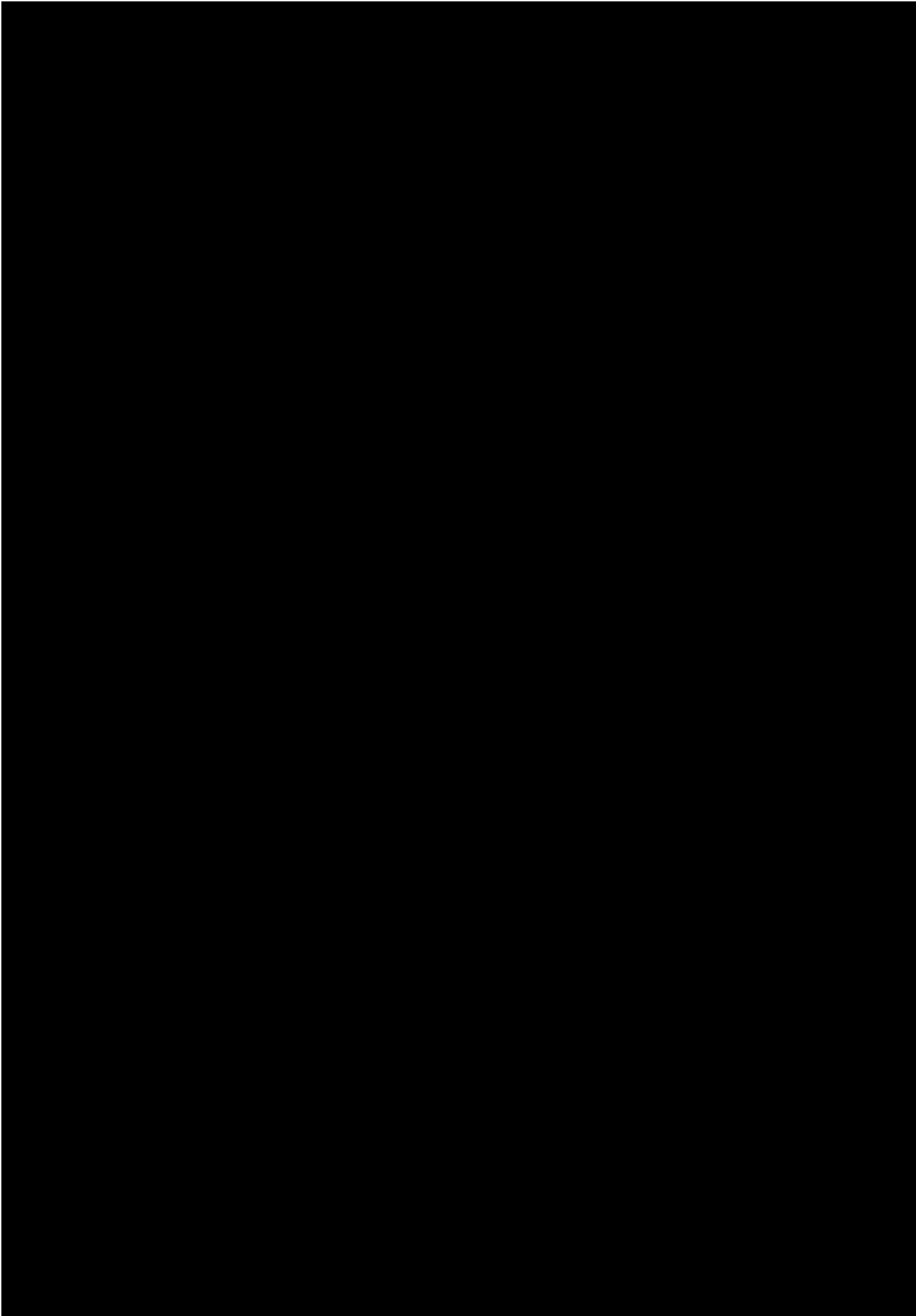
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 95 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



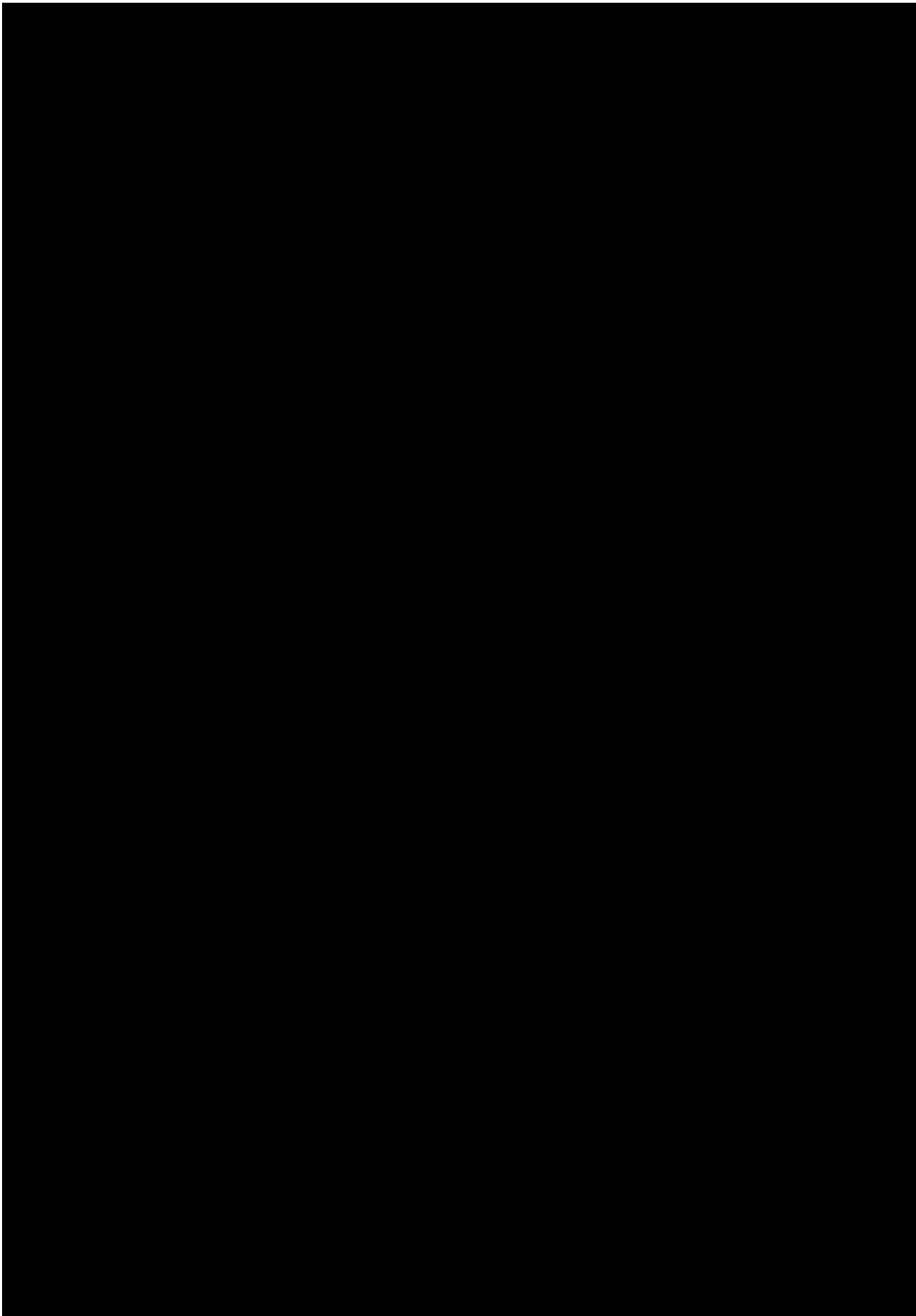
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 96 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



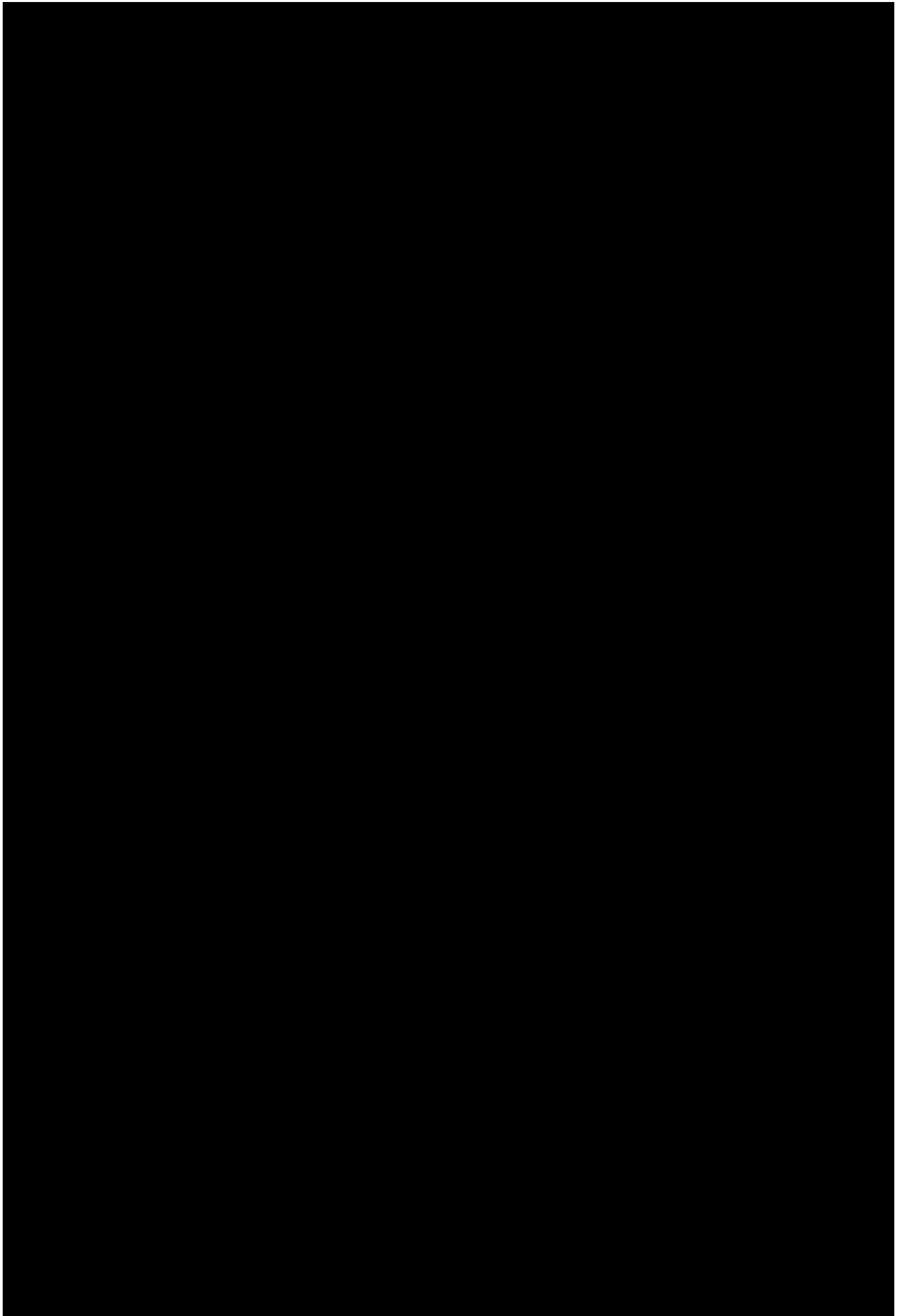
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 97 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



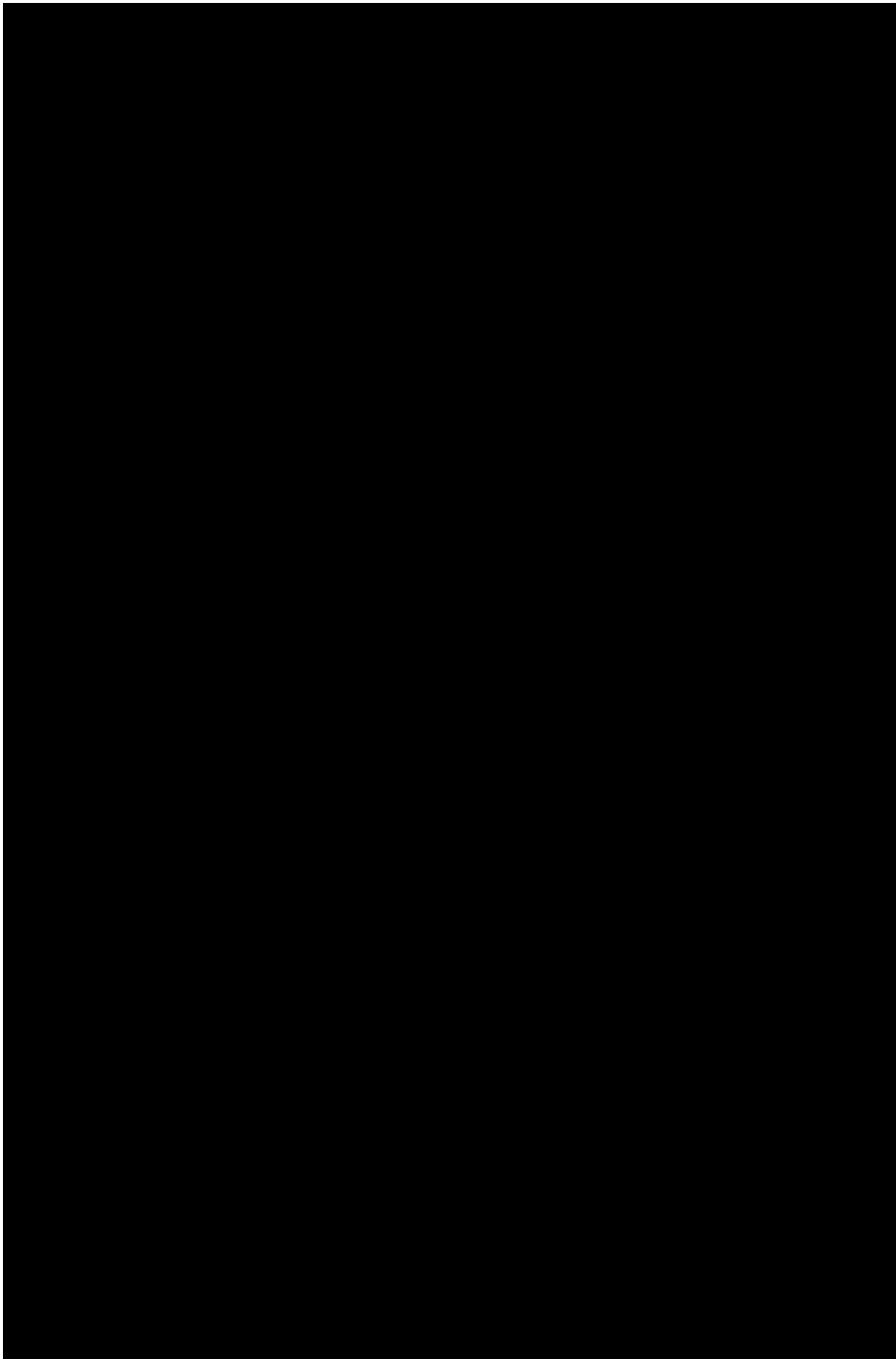
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 98 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



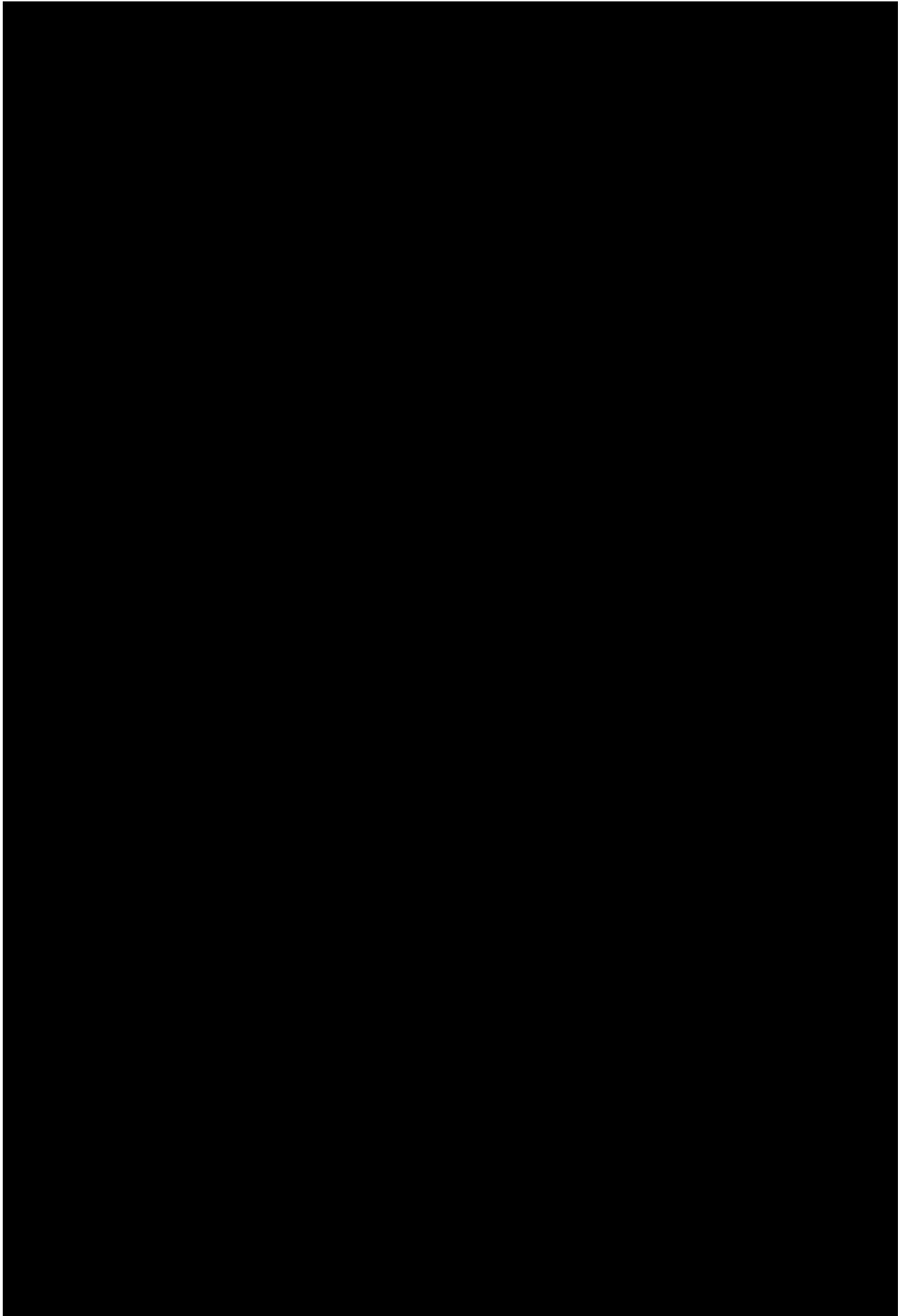
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 99 of 112	FINAL
----------------------------------	---	----------------------------------	-------------------	-------



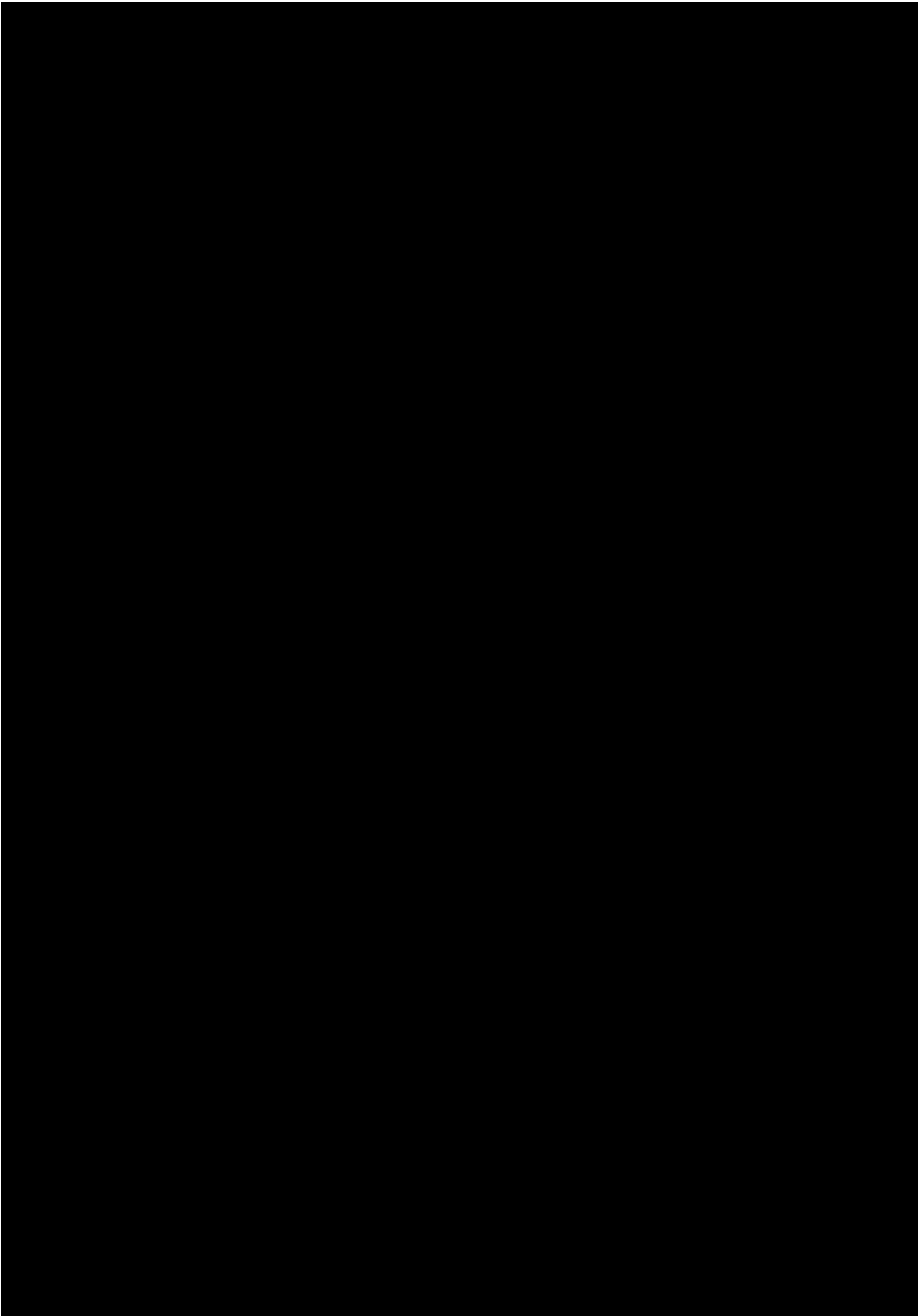
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 100 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



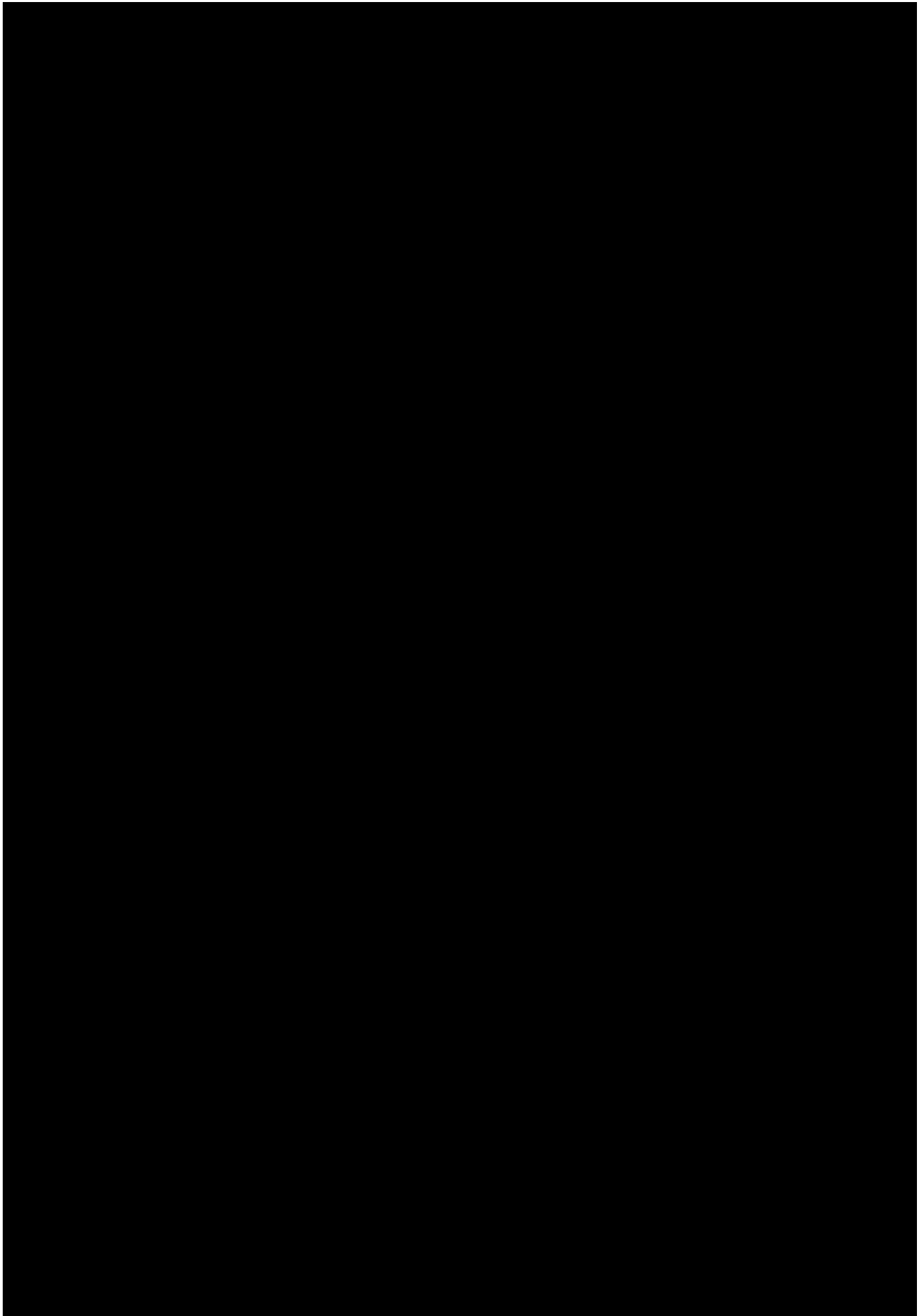
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 101 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



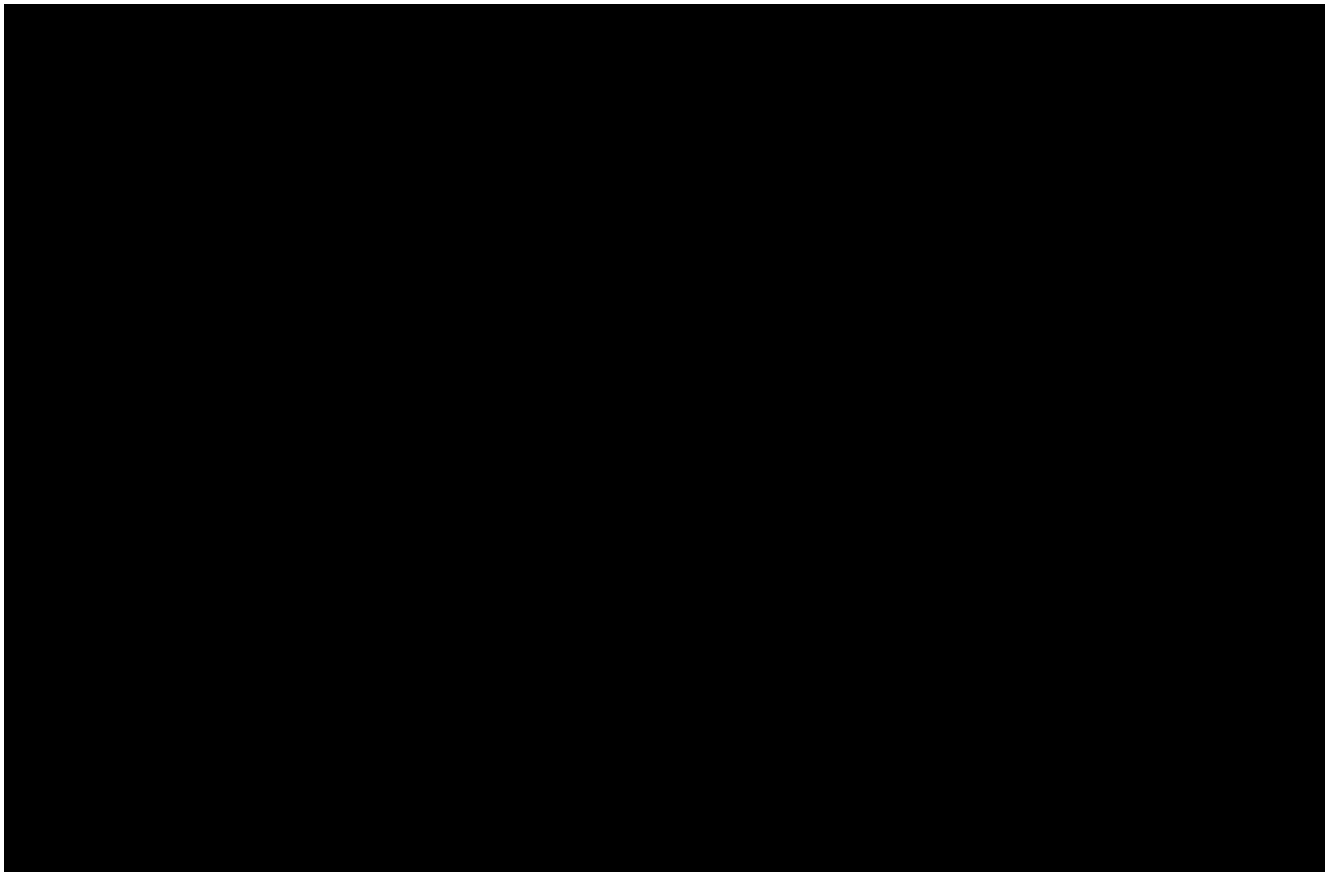
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 102 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 103 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 104 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------



CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 105 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

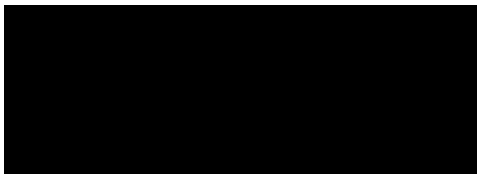
SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 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 task order. 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 task order. Complaints to the NSWCPD Ombudsman must be forwarded to:



PD-H04 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2015) (NSWCPD).

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 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 NSWCPD sites will 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),

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 106 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

(End of Text)

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

(a) This task order is incrementally funded with respect to both cost and fee. The Amounts presently available and allotted to this task order 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 task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this task order 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

ITEM(S)	ESTCOST	BASE FEE	AWARDFEE	PERIOD OF PERFORMANCE
	\$	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered 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 task order entitled "LIMITATION OFCOST" (FAR 52.232-20).

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 107 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

of performance of fully funded CLINs/SLINs.

(End of Text)

ORGANIZATIONAL CONFLICT OF INTEREST

Clause HQ C-2-0037 "Organizational Conflict of Interest" (NAVSEA) (JUL 2000) is hereby invoked in accordance with the Basic Contract.

HQ-L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to the Naval Surface Warfare Center, Philadelphia, PA or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 108 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION I CONTRACT CLAUSES

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.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- 1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—
- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using 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.

52.244-2 – Subcontracts (Oct 2010)

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 109 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

“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:

Any subcontractors that are not listed in Section C -14.0 List of Approved Subcontractors.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 110 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(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.

(End of Clause)

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 111 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

52.247-63 - Preference for U.S.-Flag Air Carriers (June 2003)

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

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): *[State reasons]:*

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

(End of Text)

(End of Clause)

CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EHQ6	AMENDMENT/MODIFICATION NO. 56	PAGE 112 of 112	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION J LIST OF ATTACHMENTS

List of Attachments

- Attachment 1 - Cost Summary Format
- Attachment 2 - Direct Labor Rate Substantiation Table
- Attachment 3 - Seaport Standard Ratings Definitions (Tables 1, 4, & 5)
- Attachment 4 - Burn Rate Analysis Report
- Attachment 5 - Incurred Cost Report
- Attachment 6 - Contract Data Requirements List (CDRL's)
- Attachment 7 - Updated List of CDRLS