

2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 21-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. 1300397198, 1300397664, 1300395985, 1300	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2206A

Naval Sea Systems Command (NAVSEA)  
 BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE  
 WASHINGTON NAVY YARD DC 20376-2040

DCMA BOSTON  
 495 SUMMER STREET  
 BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TASC INC 100 Brickstone Square Andover MA 01810		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6332-EH02
		10B. DATED (SEE ITEM 13) 09-Sep-2013
CAGE CODE 4A457	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
 SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NAVSEA 5252.232-9104 Allotment of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) _____, Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
	16C. DATE SIGNED 21-Jan-2015

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 7	FINAL
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**GENERAL INFORMATION**

The purpose of this Modification 08 to N00178-10-D-6332-EH02 is to: (1) Establish CLINs 7002 and 9002 for FMS funds and transfer ceiling from CLIN 7000 to 7002 and from CLIN 9000 to 9002; (2) Establish and incrementally fund SLINs 700011, 700012, 700013, 7000201, 7000202, 900011, 900013, 900201 and 900202; (3) Update SECTION G – ACCOUNTING DATA; and (4) Update SECTION H – SPECIAL CONTRACT REQUIREMENTS.

Accordingly this Task Order is modified as follows:

1. Establish CLINs 7002 and 9002 for FMS funds and transfer ceiling from CLIN 7000 to 7002 and from CLIN 9000 to 9002 as follows:

ITEM	SUPPLIES/SERVICES	*EST. POP
7002	T&E Support - FMS	09/01/2014 - 08/31/2015
9002	ODC in support of CLIN 7002	09/01/2014 - 08/31/2015

FROM:

CLIN	Change	Hours	Est. Cost	Incentive Fee	CPIF
<b>7000</b>					
<b>Transfer</b>	From:				
<b>Ceiling</b>	By:				
	To:				

TO:

CLIN	Change	Hours	Est. Cost	Incentive Fee	CPIF
<b>7002</b>					
<b>Transfer</b>	From:				
<b>Ceiling</b>	By:				
	To:				

FROM:

CLIN	Change	Est. Cost
<b>9000</b>		
<b>Transfer</b>	From:	
<b>Ceiling</b>	By:	
	To:	

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 3 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

TO:

CLIN	Change	Est. Cost
9002		
Transfer	From:	
Ceiling	By:	
	To:	

2. Under SECTION B – SUPPLIES OR SERVICES AND PRICES—

a. Establish SLINs 700011, 700012, 700013, 7000201, 7000202, 900011, 900013, 900201 and 900202 as follows:

ITEM	SUPPLIES/SERVICES	*EST. POP
700011	Labor Funding for CLIN 700011 OCF FY15 Air Resource Coordinator support (Operations and Maintenance Army)	09/01/2014 - 08/31/2015
700012	Labor Funding for CLIN 700012 RDT&EN FY15 AEGIS R&D TPS TAS0100028	09/01/2014 - 08/31/2015
700013	Labor Funding for CLIN 700013 OPN FY15 IWS5 / CSSQT	09/01/2014 - 08/31/2015
700201	Labor Funding for CLIN 700201 FMS FY15 PMS325 -For Sea Trials Support; Air Services for ENFMC Ships # 3 system validation. MILSTRIP REQ: PEGP4N/12306/008/OSBU	09/01/2014 - 08/31/2015
700202	Labor Funding for CLIN 700202 FMS FY15 PMS325 -For Sea Trials Support; Air Services for ENFMC Ships # 4 system validation. MILSTRIP REQ: PEGP4N/00526/007/OSBU	09/01/2014 - 08/31/2015
900011	ODC Funding for Labor CLIN 700011 FY15 OCF Air Resource Coordinator support	09/01/2014 - 08/31/2015
900013	ODC Funding for Labor CLIN 700013 FY15 OPN IWS5 / CSSQT	09/01/2014 - 08/31/2015
900201	ODC Funding for Labor CLIN 700201 FY15 FMS PMS325 -For Sea Trials Support; Air Services for ENFMC Ships # 3 system validation. MILSTRIP REQ: PEGP4N/12306/008/OSBU	09/01/2014 - 08/31/2015

900202	ODC Funding for Labor CLIN 700202 FY15 FMS PMS325 -For Sea Trials Support; Air Services for ENFMC Ships # 4 system validation. MILSTRIP REQ: PEGP4N/00526/007/0SBU	09/01/2014 - 08/31/2015
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b. Incrementally fund SLINs 700011, 700012, 700013, 7000201, 7000202, 900011, 900013, 900201 and 900202 as follows:

SLIN	Change	Est. Cost	Fixed Fee	CPFF
700011				
<b>Funding</b>	From:			
	By:			
	To:			

SLIN	Change	Est. Cost	Fixed Fee	CPFF
700012				
<b>Funding</b>	From:			
	By:			
	To:			

SLIN	Change	Est. Cost	Fixed Fee	CPFF
700013				
<b>Funding</b>	From:			
	By:			
	To:			

SLIN	Change	Est. Cost	Fixed Fee	CPFF
700201				
<b>Funding</b>	From:			
	By:			
	To:			

SLIN	Change	Est. Cost	Fixed Fee	CPFF
700202				
<b>Funding</b>	From:			
	By:			
	To:			

SLIN	Change	Est. Cost
900011		

<b>Funding</b>	From:		
	By:		
	To:		

<b>SLIN</b>	<b>Change</b>	<b>Est. Cost</b>
900013		
<b>Funding</b>	From:	
	By:	
	To:	

<b>SLIN</b>	<b>Change</b>	<b>Est. Cost</b>
900201		
<b>Funding</b>	From:	
	By:	
	To:	

<b>SLIN</b>	<b>Change</b>	<b>Est. Cost</b>
900202		
<b>Funding</b>	From:	
	By:	
	To:	

3. Under SECTION G – ACCOUNTING DATA, the following Lines of Accounting are added:

MOD 08

700011 130039719800032 [REDACTED]

LLA :

BX 2152020 A76 AH121 0 18VLIA D2 572001 061612900400 48473 021001

700012 130039598500028 [REDACTED]

LLA :

CA 1751319 A5XB 252 WS010 0 050120 2D 000000 B10002066828

700013 130043612000011 [REDACTED]

LLA :

CB 1751810 A2DB 251 WS050 0 050120 2D 000000 A30002367917

700201 130039766400005 [REDACTED]

LLA :

BY 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 123060080SBU

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 6 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

700202 130039766400007 [REDACTED]

LLA :

BZ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 005260070SBU

900011 130039719800033 [REDACTED]

LLA :

BX 2152020 A76 AH121 0 18VLIA D2 572001 061612900400 48473 021001

900013 130043612000012 [REDACTED]

LLA :

CB 1751810 A2DB 251 WS050 0 050120 2D 000000 A30002367917

900201 130039766400006 [REDACTED]

LLA :

BY 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 123060080SBU

900202 130039766400008 [REDACTED]

LLA :

BZ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 005260070SBU

MOD 08 Funding [REDACTED]

Cumulative Funding [REDACTED]

4. Under SECTION H – SPECIAL CONTRACT REQUIREMENTS, NAVSEA 5252.232-9104, Allotment of Funds, update paragraph (c) to show CLINs 7002 and 9002 are fully funded and update paragraph (a) to show the funded amount for CLINs 7000 and 9000 as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
7000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015
9000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700011	Fund Type - OTHER	█	█	█
700012	RDT&E	█	█	█
700013	OPN	█	█	█
700201	FMS	█	█	█
700202	FMS	█	█	█
900011	Fund Type - OTHER	█	█	█
900013	OPN	█	█	█
900201	FMS	█	█	█
900202	FMS	█	█	█

The total value of the order is hereby increased █ to \$28,238,212.95.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	█	█	█
7002	█	█	█
9000	█	█	█
9002	█	█	█

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

CLIN/SLIN	From	To
7002		9/1/2014 - 8/31/2015
9002		9/1/2014 - 8/31/2015

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 1 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
4000	R425	T&E Support (FundType - TBD)	██████	█	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████				
		Government Overrun Share Line	██████				
		Government Underrun Share Line	██████				
400001	R425	Incremental funding for CLIN 4000 (RDT&E)					
400002	R425	Incremental funding for CLIN 4000 (RDT&E)					
400003	R425	Incremental funding for CLIN 4000 (RDT&E)					
400004	R425	Incremental funding for CLIN 4000 (RDT&E)					
400005	R425	Incremental funding for CLIN 4000 (RDT&E)					
400006	R425	Incremental funding for CLIN 4000 (RDT&E)					
400007	R425	Incremental funding for CLIN 4000 (RDT&E)					
400008	R425	Incremental funding for CLIN 4000 (RDT&E)					
400009	R425	Incremental funding for CLIN 4000 (RDT&E)					
400010	R425	Incremental funding for CLIN 4000 (RDT&E)					
400011	R425	Incremental funding for CLIN 4000 (Fund Type -OTHER)					
400012	R425	Incremental funding for CLIN 4000 (O&MN,N)					
400013	R425	Incremental funding for CLIN 4000 (SCN)					
400014	R425	Incremental funding for CLIN 4000 (FMS)					
400015	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh NH2C Pt. Mugo CHU-SAM KAI Air Resources(Fund Type - OTHER)					



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 2 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400016	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh NH4A Air Resource Coordinator Support (Fund Type - OTHER)					
400017	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh 2520 External Calibration PEO IWS (Fund Type - OTHER)					
400018	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh 2572 Air Resources Coordinator for the CTE 14 (Fund Type - OTHER)					
400019	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh E4FP Data collection, analysis and reporting in support of Maritime Missile Defense efforts (Fund Type - OTHER)					
400020	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh E4FP Data collection, analysis and reporting in support of Maritime Missile Defense efforts (Fund Type - OTHER)					
400021	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh NH4A Air Resource Coordinator Support (Fund Type - OTHER)					
400022	R425	Labor Funding forCLIN 4000 O&MN FY14 Sbh 8C2C W2R / SPY 1 / APS/ OAV VCOA (O&MN,N)					
400023	R425	Labor Funding forCLIN 4000 O&MN FY14 Sbh 8C4C SEA05 Targets (O&MN,N)					
400024	R425	Labor Funding forCLIN 4000 SCN FY14 Sbh 8560 PMS 312/CVN 71 RCOH CSSQT (SCN)					
400025	R425	Labor Funding forCLIN 4000 SCN FY14 Sbh 8560 PMS 312/CVN 71 RCOH CSSQT (SCN)					
400026	R425	Labor Funding forCLIN 4000 SCN FY14 Sbh 8560 PMS 312/CVN 71 RCOH CSSQT (SCN)					

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 3 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
400027	R425	Labor Funding forCLIN 4000 RDT&EN FY14 Sbh A2DB (RDT&E)					
400028	R425	Labor Funding forCLIN 4000 OPN FY14 Sbh 81CC SEA 21/TAS0100026(OPN)					
400029	R425	Labor Funding forCLIN 4000 OCF FY14 Sbh 8RZE USCG Technical and Mgmt Support (Fund Type - OTHER)					
400030	R425	Labor Funding forCLIN 4000 RDT&EN FY13 Sbh A5BJ W2R / DBR / CVN 78 TESTING SCSC MAR-JUL 14 (RDT&E)					
400031	R425	Labor Funding forCLIN 4000 RDT&EN FY14 Sbh A5XB AEGIS (RDT&E)					
400032	R425	Labor Funding forCLIN 4000 O&MN FY14 Sbh 8B5B SEA 21 / Provide technical and management support for at-sea T&E planning and execution for programs under the cognizance ofPEO IWS 1TE, including Destroyer Modernization. (NOR0400243) (O&MN,N)					
400033	R425	Labor Funding forCLIN 4000 FMS FY14 Sbh 2884 PEO IWS 4.0/CSSQTSUPPORT /IWSTR00010 (RDT&E)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R425	Surge Labor (FundType - TBD)					
400101	R425	Surge Labor (RDT&E)					
400102	R425	Surge Labor (OPN)					
400103	R425	Surge Labor (WPN)					
400104	R425	Surge Labor (RDT&E)					
400105	R425	Surge Labor (RDT&E)					
400106	R425	Surge Labor (OPN)					
400107	R425	RESERVED (Fund Type - TBD)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 4 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	ODC in support ofCLIN 4000 (Fund Type - TBD)	■	■	■
600001	R425	RESERVED (Fund Type - TBD)			
600002	R425	ODC in support ofSLIN 400002 (RDT&E)			
600003	R425	ODC in support ofSLIN 400003 (RDT&E)			
600004	R425	RESERVED (Fund Type - TBD)			
600005	R425	ODC in support ofSLIN 400005 (RDT&E)			
600006	R425	ODC in support ofSLIN 400006 (RDT&E)			
600007	R425	ODC in support ofSLIN 400007 (RDT&E)			
600008	R425	RESERVED (Fund Type - TBD)			
600009	R425	RESERVED (Fund Type - TBD)			
600010	R425	ODC in support ofSLIN 400010 (RDT&E)			
600011	R425	ODC in support ofSLIN 400011 (FundType - OTHER)			
600012	R425	ODC in support ofSLIN 400012 (O&MN,N)			
600013	R425	ODC in support ofSLIN 400013 (SCN)			
600014	R425	ODC in support ofSLIN 400014 (FMS)			
600015	R425	ODC in support ofSLIN 400015 (FundType - OTHER)			
600016	R425	ODC in support ofSLIN 400016 (FundType - OTHER)			
600017	R425	ODC in support ofSLIN 400017 (FundType - OTHER)			
600018	R425	ODC in support ofSLIN 400018 (FundType - OTHER)			
600019	R425	ODC in support ofSLIN 400019 (FundType - OTHER)			
600020	R425	ODC in support ofSLIN 400020 (FundType - OTHER)			
600021	R425	ODC in support ofSLIN 400021 (FundType - OTHER)			
600022	R425	ODC in support ofSLIN 400022 (O&MN,N)			
600023	R425	RESERVED (Fund Type - TBD)			
600024	R425	ODC in support ofSLIN 400024 (SCN)			
600025	R425	RESERVED (Fund Type - TBD)			
600026	R425	RESERVED (Fund Type - TBD)			
600027	R425	ODC in support ofSLIN 400027 (OPN)			
600028	R425	ODC in support ofSLIN 400028 (OPN)			
600029	R425	ODC in support ofSLIN 400029 (O&MN,N)			
600030	R425	ODC in support ofSLIN 400030 (RDT&E)			
600031	R425	ODC in support ofSLIN 400031 (RDT&E)			
600032	R425	ODC in support ofSLIN 400032 (O&MN,N)			
600033	R425	ODC in support ofSLIN 400033 (RDT&E)			
6001	R425	ODC in support ofCLIN 4001 (Fund Type - TBD)	■	■	■
600101	R425	Surge Labor (RDT&E)			
600102	R425	Surge Labor (OPN)			
600103	R425	Surge Labor (WPN)			
600104	R425	Surge Labor (RDT&E)			
600105	R425	Surge Labor (RDT&E)			
600106	R425	Surge Labor (OPN)			

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 5 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	T&E Support (FundType - TBD)	██████	█	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████				
		Government Overrun Share Line	██████				
		Government Underrun Share Line	██████				
700001	R425	Labor Funding forCLIN 7000 K3206/TASC /NOR0400155 (RDT&E)					
700002	R425	Labor Funding forCLIN 7000 IWS 10.0 SSDS (RDT&E)					
700003	R425	Labor Funding forCLIN 7000 External Calibration PEO IWS Travel (RDT&E)					
700004	R425	Labor Funding forCLIN 7000 Data collection, analysis and reporting in support of Maritime Missile Defense efforts (RDT&E)					
700005	R425	Labor Funding forCLIN 7000 Aegis CSSQT (OPN)					
700006	R425	Labor Funding forCLIN 700006 RDT&EN FY15 PEO IWS 10.0 SSDS (RDT&E)					
700007	R425	Labor Funding forCLIN 700007 RDT&EN FY14 SEA 21 / Provide technical and management support for at-sea T&E planning and execution for programs under the cognizance ofPEO IWS 1TE, including TEMP Development. (RDT&E)					
700008	R425	Labor Funding forCLIN 700008 O&MN FY15 SEA 21 / Provide technicaland management support for at-sea T&E planning and execution for programs under the					

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 6 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		cognizance of PEO IWS LTE, including Destroyer Modernization. Hulls supported include DDG 53, DDG 65, and DDG 52. (NOR0400243) (O&MN,N)					
700009	R425	Labor Funding for CLIN 700009 OCF FY14 Aegis Ashore Poland Synthesizer Spare Procurement (Fund Type - OTHER)					
700010	R425	Labor Funding for CLIN 700010 RDT&EN FY15 SEA05 / FY15 MTMDTPEX (RDT&E)					
700011	R425	Labor Funding for CLIN 700011 OCF FY15 Air Resource Coordinator support (Operations and Maintenance Army)(Fund Type - OTHER)					
700012	R425	Labor Funding for CLIN 700012 RDT&EN FY15 AEGIS R&D TPS TAS0100028 (RDT&E)					
700013	R425	Labor Funding for CLIN 700013 OPN FY15 IWS5 / CSSQT (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425	Surge Labor (Fund Type - TBD)	██████	█	██████████	██████████	██████████
700101	R425	Surge Labor (RDT&E)					
700102	R425	Surge Labor (RDT&E)					
700103	R425	Surge Labor (RDT&E)					
700104	R425	Surge Labor (OPN)					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7002	R425	T&E Support - FMS(Fund Type - TBD)	██████	█	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████				
		Government Overrun Share Line	██████				
		Government Underrun Share Line	██████				

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 7 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700201	R425	Labor Funding forCLIN 700201 FMS FY15 PMS325 -ForSea Trials Support; Air Services for ENFMC Ships # 3 system validation. MILSTRIP REQ: PEGP4N/12306/008/OSBU (FMS)					
700202	R425	Labor Funding forCLIN 700202 FMS FY15 PMS325 -ForSea Trials Support; Air Services for ENFMC Ships # 4 system validation. MILSTRIP REQ: PEGP4N/00526/007/OSBU (FMS)					
7100	R425	T&E Support (FundType - TBD)  Option	██████	█	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████				
		Government Overrun Share Line	██████				
		Government Underrun Share Line	██████				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Surge Labor (FundType - TBD)  Option	██████	█	██████████	██████████	██████████

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7200	R425	Award Term 1. T&ESupport (Fund Type - TBD)  Option	██████	█	██████████	██████████	██████████
		Max Fee	██████████				
		Min Fee	██████				
		Government Overrun Share Line	██████				
		Government Underrun Share Line	██████				

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 8 of 62	FINAL
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R425	Award Term 1. Surge Labor (FundType - TBD)					
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Award Term 2. T&ESupport (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R425	Award Term 2. Surge Labor (FundType - TBD)					
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000 (Fund Type - TBD)			
900001	R425	ODC Funding for Labor CLIN 7000/SLIN 700001 (RDT&E)			
900002	R425	ODC Funding for Labor CLIN 7000/SLIN 700002 (RDT&E)			
900003	R425	ODC Funding for Labor CLIN 7000/SLIN 700003 (RDT&E)			
900004	R425	ODC Funding for Labor CLIN 7000/SLIN 700004 (RDT&E)			
900005	R425	ODC Funding for Labor CLIN 7000/SLIN 700005 (OPN)			
900006	R425	ODC Funding for Labor CLIN 700006FY15 RDT&EN PEOIWS 10.0 SSDS (RDT&E)			
900007	R425	RESERVED. (Fund Type - TBD)			
900008	R425	ODC Funding for Labor CLIN 700008FY15 O&MN SEA 21 / Provide technical and management support for at-sea T&E planning and execution for programs under the cognizance of PEO IWS 1TE, including Destroyer Modernization. Hulls supported include DDG 53, DDG 65, and DDG 52. (NOR0400243) (O&MN,N)			
900009	R425	ODC Funding for Labor CLIN 700009FY14 OCF Aegis Ashore Poland Synthesizer SpareProcurement (FundType - OTHER)			
900010	R425	ODC Funding for Labor CLIN 700010FY15 RDT&EN SEA05 / FY15 MTMDTPEX (RDT&E)			
900011	R425	ODC Funding for Labor CLIN 700011FY15 OCF Air Resource Coordinator support (Fund Type - OTHER)			

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 9 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900012	R425	RESERVED. (Fund Type - TBD)			
900013	R425	ODC Funding for Labor CLIN 700013FY15 OPN IWS5 /CSSQT (OPN)			
9001	R425	ODC in support ofCLIN 7001 (Fund Type - TBD)	■	■	■
900101	R425	ODC Funding for Labor CLIN 7001/SLIN 700101 (RDT&E)			
900102	R425	ODC Funding for Labor CLIN 7001/SLIN 700102 (RDT&E)			
900103	R425	ODC Funding for Labor CLIN 7001/SLIN 700103 (RDT&E)			
900104	R425	ODC Funding for Labor CLIN 7001/SLIN 700104 (OPN)			
9002	R425	ODC in support ofCLIN 7002 (Fund Type - TBD)	■	■	■
900201	R425	ODC Funding for Labor CLIN 700201FY15 FMS PMS325-For Sea Trials Support; Air Services for ENFMC Ships # 3 system validation. MILSTRIP REQ: PEGP4N/12306/008/OSBU (FMS)			
900202	R425	ODC Funding for Labor CLIN 700202FY15 FMS PMS325-For Sea Trials Support; Air Services for ENFMC Ships # 4 system validation. MILSTRIP REQ: PEGP4N/00526/007/OSBU (FMS)			
9100	R425	ODC in support ofCLIN 7100 (Fund Type - TBD) Option	■	■	■
9101	R425	ODC in support ofCLIN 7101 (Fund Type - TBD) Option	■	■	■
9200	R425	ODC in support ofCLIN 7200 (Fund Type - TBD) Option	■	■	■
9201	R425	ODC in support ofCLIN 7201 (Fund Type - TBD) Option	■	■	■
9300	R425	ODC in support ofCLIN 7300 (Fund Type - TBD) Option	■	■	■
9301	R425	ODC in support ofCLIN 7301 (Fund Type - TBD) Option	■	■	■

**NOTE A: LEVEL OF EFFORT**

The PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) clause applies to these Items.

**NOTE B: OPTION**

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

**NOTE C: AWARD TERM**

Award Term Item to which the AWARD TERM Plan, Attachment 2, applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in Attachment 2. Notwithstanding the word "Option" which appears in the SECTION B CLIN description or elsewhere in this Solicitation and resulting Task Order, for Award Term Items, Award Terms are not "Option" Items until they are earned.

**NOTE D: ODC**



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 10 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

**NOTE E: FEE INSTRUCTIONS (Applicable to all Incentive Fee Line Items)**

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee percentage, if less than the solicitation stated thresholds, will be incorporated in the below clause and in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(1) The target cost, target fee amounts shall be based upon the actual level of effort the contractor provides. Average hourly rate is determined by including all allowable costs (including COM, if applicable). Fee/hour is calculated on cost less COM (if applicable).

CLIN	Contract Type	Qty (Hrs)	Hourly Rates				Totals			
			Avg Hourly Rate (Rate)	Min Fee/Hour (MinF)	Target Fee/Hour	Max Fee/Hour (MF)	Min Fee (Hrs*MinF)	Target Fee (Hrs * TF)	Max Fee (Hrs * MF)	Target Cost (Hrs * Rate)
4000	CPIF									
7000	CPIF									
7100	CPIF									
7200	CPIF									
7300	CPIF									

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

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

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

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

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

CLIN	Contract Type	Qty (Hrs)	Hourly Rates		Totals	
			Avg Hourly Rate (Rate)	Fixed Fee/Hour (FF)	Fixed Fee (Hrs * FF)	Estimated Cost (Hrs * Rate)
4001	CPFF					
7001	CPFF					

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 11 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7101	CPFF					
7201	CPFF					
7301	CPFF					

**CLAUSES INCORPORATED IN FULL TEXT:**

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

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

This entire task order is cost type. The CLINs for the base labor requirements are Cost Plus Incentive Fee (CPIF), the surge CLINs are Cost Plus Fixed Fee (CPFF) and the ODC CLINs are Costs Only.

**PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE I) (NAVSEA) (MAY 2010)** (Applicable to 4000 and 7000 series CLINs)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE," (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)** (Applicable to 6000 and 9000 series CLINs)

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

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 12 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

otherwise be paid by that party may be considered to the extent permitted by law.

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 13 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Scope: This solicitation requires the contractor to provide a full-range of technical and programmatic services to support the Test & Evaluation (T&E) of surface combatant and carrier/large deck combat systems programs including: AEGIS (Cruiser and Destroyer, United States Navy (USN) and Foreign Military Sales (FMS)), Ship Self Defense System (SSDS) (carrier and large deck), DDG 1000, Littoral Combat Ship (LCS) and US Coast Guard National Security Cutter, and additional T&E programs requiring support including, but not limited to the Maritime Theater Missile Defense (MTMD) Program, Standard Missile-6 (SM-6), Naval Integrated Fire Control-Counter Attack (NIFC-CA) and the Accelerated Midterm Interoperability Improvement (AMIIP) programs. In addition, the contractor will provide T&E technical and programmatic support services for the Self Defense Test Ship (SDTS), an ex DDG 963 Destroyer based at Port Hueneme, CA. The comprehensive T&E resources and services provided will allow IWS 1TE, in conjunction with other applicable Program Managers, to act as the central T&E office for all Navy surface ship integrated combat system T&E.

T&E support will primarily focus on land based and at-sea Combat System T&E, specifically: surface ship Combat System Ship Qualification Trials (CSSQT), all efforts associated with the AEGIS T&E Enterprise (TEMP 1669), the Air Warfare Ship Self Defense T&E Enterprise (TEMP 1714), the SSDS T&E Program (TEMP 1400), and also Modeling & Simulation (M&S) services. The scope of services required to successfully meet these responsibilities includes the following tasks: Test Strategy and T&E Master Plan Development; T&E Scheduling; Test Planning; Test Execution; T&E Resources and Services Support; Assessment; Strategic Planning & Management.

Acceptable Quality Level: All delivered products are fully coordinated with stakeholders, delivered in a timely manner, and correctly formatted without any technical or editorial errors. Classified and Unclassified meetings are properly supported with respect to meeting announcements, transmission and receipt of Classified materials, minutes, Action Item tracking, and facility support. Classified Voice-over-IP (VoIP) and VTC meetings are well coordinated and executed with minimal communications anomalies.

Performance Assessment Plan: Government T&E staff shall review and assess deliverables and products. The contractor shall provide periodic reports and a set of metrics, with the schedule and content as agreed to by individual T&E managers.

Attachments 10 and 11 provide the T&E Functional Organizational Chart and the T&E WBS Chart. For surge requirements the Government estimate is 10 percent of the base level of effort.

All key employees will be immediately available, and the remainder of the team will be in place and fully functioning within four weeks of contract award. All employees supporting this task must have access to electronic mail and individual Internet addresses.

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 14 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Facility Requirements: The contractor shall provide a facility within walking distance to the Washington Navy Yard that is staffed during normal working hours to support up to Secret-level work. The facilities shall include: a Data Analysis Center (DAC) with Secret Internet Protocol Routing Network (SIPRNET) access to allow for the rapid receipt and transfer of Classified documents; Secure Telephone Equipment (STE); Secure Voice over IP Address (VoIP) teleconferencing; Video Teleconferencing (VTC) room capable of Classified VTCs with seating of at-least 40 people, at least two separate conference rooms, each having a seating capacity for at least 50 people and approved to hold Classified (up to Secret level) and Unclassified meetings; Classified (up to Secret level) and Unclassified high-speed color copying capability; at least 5 data portals and telephones for use by visiting T&E meeting participants; Classified (up to Secret level) storage containers.

Security Requirements: A substantial portion of the work under this contract is Classified (up to Secret level). All personnel shall have Secret clearances (or required request has been submitted for processing). The contractor shall be able to receive, log, transfer and track classified documents. Controlled access to the facility is required. Personnel supporting Classified (up to Secret level) meetings shall have access to computers capable of processing Classified information. Classified storage (up to Secret level) containers are required. A closed Classified (up to Secret level) work space with an established SIPRNET connection shall be available. Additionally, this contract may, in the future, require access to Top Secret (TS), Sensitive Compartmented Information (SCI) and Special Access (SA) information. Generation, processing and storage of this information will not be required. Specialized support, specifically, offsite meeting participation, may be required in the following areas on an as needed basis:

- Modeling and Simulation
- Target Management, Procurement and Recovery
- Combat and Weapon System Performance
- NIFC-CA Test Planning and Execution
- Aircraft and other Resources for TS/SCI/SA Programs
- Ballistic Missile Defense Programs

Funding: All T&E tasks may be funded with Operations and Maintenance, Navy (O&M,N), Operations and Procurement, Navy (OPN), Shipbuilding and Conversion, Navy (SCN), Foreign Military Sales (FMS)\*, Fleet Modernization Program (FMP), Research, Development, Test and Evaluation (RDT&E), Weapons, Procurement Navy (WPN), or Other Customer Funds (OCF) funding to accomplish assigned tasks.

\* FMS funding includes Project Agreement (PA) funding negotiated under separate International Agreements with participating nations; e.g., Spain.

Data/Deliverables: All products produced under this task order shall become the property of the

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 15 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

government.

## DESCRIPTION OF TASKS

### **Task 1: Test Strategy and T&E Master Plan Development**

The contractor shall:

1.A. Provide advice in the development of major test strategies and T&E Master Plans (TEMPs).

1.B. Conduct a detailed review of all requirements documents to ensure all applicable and testable Ship Class and system level test requirements are included in new or updated versions of Test & Evaluation Master Plans (TEMPs).

1.C. Recommend a draft TEMP development process and timeline to all TEMP stakeholders and system level SMEs; collaborate with them during the development of a detailed Developmental Test (DT) strategy, identification of resource requirements, and estimate of overall TEMP funding requirements.

1.D. Maintain TEMP development configuration control throughout the draft revision process, and manage the document's routing through final signature.

1.E. Identify opportunities to enterprise and leverage assets during execution of PEO IWS, other PEO, Commander Operational Test & Evaluation Force (COTF), and Department of Defense (DoD) organizations DT/OT, FOT&E, and other tests; draft Memorandums of Agreement (MOAs)/Memorandums of Understanding (MOUs), and other T&E framework documentation to enable the conduct of these tests.

1.F. Participate in T&E Integrated Product Team (IPT) meetings with sponsors and stakeholders, and in other IWS related T&E forums; coordinate, prepare and transmit agendas, briefing materials, meeting minutes, action items, issue papers and other correspondence, both Classified and Unclassified.

1.G. Conduct liaison with T&E program points of contact at the Office of the Chief of Naval Operations (OPNAV), COTF, DOT&E, Director, Test, Systems Engineering, and Evaluation (DTSE&E), and other DoD and Navy activities and contractors to collect, track, and support the identification and resolution of TEMP issues, including identified OT deficiencies.

1.H. Designate a Modeling & Simulation (M&S) Lead Systems Engineer (LSE) to act as the IWS 1TE M&S SME. The M&S LSE will develop and recommend technical approaches to maximize effective and efficient use of M&S for all Ship Class and combat system configurations including: AEGIS, LPD 17, LHA 6, LCS, DDG 1000, LSD 41, CVN 78, LSD 41, and DDG 51 Flt III.

Delivery Schedule	Due Date
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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 16 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

TEMPS and other formal documentation	When assigned
Action Item Tracking	Weekly after issue identified and assigned
Meeting minutes	Submit drafts of meeting minutes and action items within 3 working days of each meeting.

## **Task 2: T&E Scheduling**

The contractor shall:

2.A. Coordinate with applicable program offices (see Attachment 10), and develop and distribute both individual combat system and combined IWS 1TE T&E schedules on a quarterly basis for land-based test sites (LBTS), shipyard trials and at-sea test events.

2.B. Coordinate long range scheduling requirements for military and commercial resources and services and submit required documentation in a timely manner; determine resource availability and develop options to de-conflict schedules, when required; compile cost estimates; provide status reports.

2.C. Evaluate opportunities to leverage resources during participation in various Fleet scheduling conferences and Navy acquisition program T&E planning and scheduling meetings; coordinate opportunities directly with the designated IWS 1TE CSSQT Manager.

2.D. Develop and track timelines and Plan of Action and Milestones (POA&Ms) for applicable IWS T&E events to account for the timely scheduling of resources, execution and test plan approvals, and submission of required messages and authorizations.

2.E. Modeling & Simulation (M&S) Lead Systems Engineer (LSE) will work closely with Probability of Raid Annihilation ( $P_{ra}$ ) Testbed developers to ensure that PRA objectives are included during at-sea lead ship and Self Defense Test Ship (SDTS) testing, and schedules are aligned to meet various program milestones.

2.F. Designate an IWS 1TE Schedules Representative to perform the following duties:

(1) Coordinate long range scheduling requirements for military and commercial resources and services for IWS 1TE test events.

(2) Utilize the fleet scheduling programs to submit draft IWS 1TE fleet resource requirements and monitor WebSked regularly to determine status of requested services.

(3) Participate at IWS 1TE scheduled conferences and provide follow-up liaison as required to enhance the process.

(4) Conduct liaison with Fleet representatives to optimize chances for assignment of requested

fleet services.

Delivery Schedule	Due Date
PEO IWS T&E Schedules	Quarterly
Resouce and Services Schedules	Quarterly
Draft Quarterly Services Requirements Submissions	Quarterly

### **Task 3: Test Planning**

The Contractor shall:

3.A. Participate in test planning meetings for applicable IWS sponsored tests as T&E SMEs in the areas of: test development and combat/weapon system assessment strategy; evaluation of range and resources requirements; surface warfare testing; M&S applications; cost-estimating and financial management; application of lessons-learned.

3.B. Assist the designated IWS 1TE Maritime Theater Missile Defense (MTMD) lead in the development of concept of testing, test scheduling, range and resource requirements, cost-estimating, budgeting and financial reporting.

3.C. Coordinate, schedule, and provide meeting services for all formal test planning group meetings, Enterprise IPTs, and test readiness reviews to include preparation and transmittal of: agendas; briefing materials; meeting minutes; issue papers; confirming participation of subject matter experts; on-site handling and transmission of Unclassified/Classified material; tracking and resolving action items.

3.D. Draft Test Execution Guidance Letters that include: Schedules of Events (SOE); approximate test periods and location(s); test planning milestones; roles and responsibilities; scope chart.

3.E. Assist IWS 1TE in overseeing the overall planning, scheduling, budgeting, coordination, execution, and reporting of assigned test events.

3.F. Prepare Naval Messages required to support IWS T&E events that are ready for transmission.

Meeting Convening Announcements	Ten Working Days prior to readiness review
Action Item Tracking	Weekly after issue identified and assigned
Meeting minutes	Submit drafts of meeting minutes and action items within 3 working days of each meeting



Test Execution Guidance Letter	12 months prior to live-firing events
Pra Testbed-related Test Objectives	13 months prior to test
Pra Testbed initial data needs	8 months prior to test
Pra Testbed final data needs	6 months prior to test

#### **Task 4: Test Execution**

The Contractor shall:

4.A. Provide on-site technical services to ensure the required test resources are approved and ready to support testing; assist the Test Director and Senior IWS 1TE representative in taking actions, when required, to gain necessary approvals; participate and assist in the preparation of post-test data reconstruction and analyses, and quick-look reports.

4.B. Monitor and collect performance data on T&E resources and range services during test execution using established IWS 1TE Test and Evaluation System Performance Review (TESPR) procedures.

4.C. Coordinate all P<sub>ra</sub> Testbed pre-test activities, Test Readiness Reviews, execution of P<sub>ra</sub> Testbed Tests, and the distribution of data for analysis.

Test Operations Assessment	5 days after conclusion of test
P <sub>ra</sub> Testbed Integration Review	1 month prior to DT
P <sub>ra</sub> Testbed Accreditation Review Pckg	4 months prior to IT
P <sub>ra</sub> Testbed Test Plan	3 months prior to DT/IT
Test Readiness Review	1 week prior to DT/IT
Data feedback to Testbed	3 months following test

#### **Task 5: T&E Resources and Services Support**

##### **5.A. T&E Resources Identification:**

The Contractor shall:

5.A.1. Participate in DoD and Navy T&E, M&S and other resource user forums to identify and evaluate new technologies and alternative resources to conduct testing; e.g., weapons scoring systems, remotely controlled vehicles, Link tools, etc., that provide new capabilities, cost effective or improved alternatives to meet T&E requirements.

5.A.2. Draft IWS input to annual T&E infrastructure investment data calls in response to Office of the Secretary of Defense (OSD), DoD and OPNAV taskers.

Delivery Schedule	Due Date
Technical Assessment Reports	30 days following task assignment

**5.B. Ordnance:**

The Contractor shall:

5.B.1. Provide ordnance planning, requisition evaluation, logistics analysis, and technical support services to ensure the recommended type, configuration and quantity of ordnance is available, allocated, requisitioned and loaded in a timely manner for all IWS T&E events.

5.B.2. Participate in IWS test planning meetings to capture ordnance requirements, consolidate them, and participate in the Navy's Non-Combat Expenditure Allocation (NCEA) process to identify inventory, allocations and shortfalls for T&E events and assist in developing and identifying alternatives when the required resources are not available.

5.B.3. Evaluate and recommend the ordnance allocations to meet requirements; prepare and distribute sub-allocations to field activities and T&E program users; submit augmentation requests, when required.

5.B.4. Process allocation messages for each T&E event to ensure the correct type, configuration and quantity of missiles and ordnance are available and positioned in time to meet the on-load date, and the required expenditure reporting requirements are clearly understood.

5.B.5. Provide technical assistance to: facilitate ordnance movements; represent IWS 1TE during ordnance on-loads and off-loads in compliance with Navy explosive safety regulations; monitor ordnance reporting to ensure expenditures are documented correctly in relevant Navy databases and projection/reporting systems.

Delivery Schedule	Due Date
Compile annual ordnance requirements	10 months prior to new fiscal year
Ordnance sub-allocations to other users	3 weeks after receipt of annual allocation
Ordnance Augment Requests	As needed
Allocation Message Distribution	As needed
Quarterly Ordnance Allocation Status Reports	First week of each quarter
Ordnance Issue Papers/Risk Assessment	30 Days after issue/risk identification
Ordnance Expenditure Reports	First week of each quarter

**5.C. Target Systems:**

The Contractor shall:

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 20 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.C.1. Provide technical support services to ensure the availability of aerial, surface, subsurface targets, and other surrogates.

5.C.2. Draft annual target requirements for IWS 1TE test events for PEO IWS submission to aerial and seaborne target allocation authority for Chief of Naval Operations, submitting updates as required.

5.C.3. Evaluate and recommend annual target allocations; prepare, maintain and distribute recommended target sub-allocations to T&E programs and test ranges.

5.C.4. Develop and propose target inventory preservation strategies to support current and future T&E program requirements.

5.C.5. Recommend target control, scoring, configuration, augmentation and signature requirements; participate in target requirements and development meetings, as directed.

5.C.6. Recommend resources required to support planned scenarios and assist in developing alternatives when the required resources are not available.

5.C.7. Prepare and maintain library of relevant threats and associated T&E resources, surrogates, stimulators, and digital models.

5.C.8. Host Classified Threat Representation Working Group forums to include: coordinating agendas; requesting intelligence updates; confirming participation of subject matter experts; handling the transmission and receipt of classified material; executing appropriate follow-up actions.

5.C.9. Compare, verify and document target expenditures from field activities and other T&E program users using applicable expenditure reporting programs and databases.

Delivery Schedule	Due Date
Target Requirements (updated quarterly)	Beginning of fiscal year
Target sub-allocations	Beginning of fiscal year (updated quarterly)
Target Expenditure Reports	End of fiscal year (updated quarterly)
Target User Conference briefings	Annually, one week prior to conference
Target User Conference post-trip reports	Annually, two weeks after conference
Summary of relevant threats and associated test resources	Annually, and as required
Host Threat Representation WG	Quarterly, additional as required

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 21 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**5.D. Aircraft Services:**

The Contractor shall:

5.D.1. Provide technical and management assistance to IWS 1TE on all matters related to the availability, scheduling, and flight operations of fleet and contractor aircraft services (CAS), to include their compliance with Federal, DoD and Navy regulations.

5.D.2. Conduct evaluations of usage data, projected requirements and financial data to identify aircraft cost savings and efficiency opportunities.

5.D.3. Assign qualified Air Resource Coordinators (ARCs) for each T&E event to coordinate the scheduling of aircraft and support services required for combat/weapons systems testing; the ARC shall be on-site during all aircraft operations to ensure scheduled CAS and military aircraft operations are executed as planned and in accordance with all applicable flight safety directives and regulations.

5.D.4. Provide airborne and land-based tactical data link (TADL) services to include Links 11, 16, and the Link 16 Monitoring System (LMS-16) for data collection and near-real time analysis to include the management and storage of all cryptographic material and equipment required to operate the TADL equipment.

5.D.5. Provide technical and programmatic support for an at-sea CAS helicopter operations program that includes the capability of CAS helicopters to conduct shipboard transfer of personnel and equipment, and for the conduct of open-ocean target recoveries of torpedoes and aerial target drones.

5.D.6. Target Recovery: Provide trained and certified personnel able to recover Navy target drones and lightweight torpedos in an open ocean environment under varying environmental conditions using basic snare and hook pole recovery methods. Recoveries may be helicopter-borne or in-water in excess of 60nm off shore. Personnel should be knowledgeable in helicopter verbal commands for torpedo/target drone recoveries, external load and hoisting operations, parachute disentanglement procedures, open ocean swimmer deployment procedures, hoisting, and associated helicopter emergency/egress procedures.

5.D.8. Recommend supersonic and subsonic target launch, aerial tanker, and aerial transport services requirements; develop cost estimates, schedules, and provide on-site supervision of services.

Delivery Schedule	Due Date
Fleet Resource Requirements	Quarterly IAW PEO IWS Instruction 3120.1
T&E Equipment Inventory	Annually, prior to beginning of 3 <sup>rd</sup> Qtr of FY

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 22 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 5.E. Modeling & Simulation

The Contractor shall:

5.E.1. Provide support in the use of M&S in all areas of IWS 1TE T&E to include technical management of the Probability of Raid Annihilation (PRA) Testbed, implementation and use of scoring devices to provide live-fire data to validate models, and use of 3D visualization and analysis tools to display weapons performance results during or post event.

5.E.2. Recommend technical M&S approaches to: improve M&S consistency across all IWS 1TE combat system T&E; evaluate the trade-off between using existing models or conducting live-fire; capture test program requirements and ensure their submittal for inclusion into higher fidelity threat models; foster the re-use of existing models; ensure the availability of threat models.

5.E.3. Recommend technical approaches to migrate element system models to system-of-systems M&S framework in an efficient manner that fully supports the T&E requirements of multiple ship Classes and combat system configurations.

5.E.4. Build and support 3D visualization models to display pre-event visualizations, real-time situational awareness displays, and post-event to support reconstructions of radar, weapon system, and other systems under test.

5.E.5. Employ operations research and design of experiments techniques to all phases of test planning, development and execution to ensure tests and M&S runs satisfy test objectives.

5.E.6. Maintain System Engineering (SE) artifacts including the Risk Management Plan (RMP), Systems Engineering Plan (SEP), Program Management Plan, Integration and Configuration Management Master Plan (ICMMP), Security Classification Guide (SCG) and Capabilities Matrix.

5.E.7. Verification, Validation & Accreditation (VV&A).

5.E.7.A. Provide technical leadership during VV&A of PRA Testbed and other M&S applications supporting IWS 1TE T&E to ensure: the applications are capable of replicating specific threats outlined in the Naval Capabilities Document (NCD) or other applicable documents; they support both land based and at sea testing of multiple Ship Classes and combat system configurations; M&S data requirements are submitted for inclusion in T&E strategies; raw data and data analysis products are delivered of M&S users.

5.E.7.B. Coordinate and document VV&A efforts in accordance with DoD guidance and instructions.

5.E.7.C. Identify M&S tools that can replicate threat targets not available in the current Navy target inventory or are cost prohibitive for supporting at-sea Developmental Testing (DT) and Operational Testing (OT); create and coordinate V&V documentation and data analysis of the tools to ensure they represent specific threats; provide analysis and recommendations on cost performance trade-offs on parameters, characteristics and signatures; provide the documentation for assessment and an accreditation decision.

Delivery Schedule	Due Date
Enterprise Working Groups documents	Quarterly
Testbed System Engineering documents	Annually, and as assigned
Testbed Design Review documents	Annually, two weeks after Design Review
PEO IWS M&S corporate reporting	1 week following assignment

### **Task 6: Assessment**

The Contractor shall:

6.A. Maintain and execute the Test and Evaluation System Performance Review (TESPR) Program to include the collection, evaluation, reporting, resolution of reported issues; the compilation and distribution of lessons-learned found during the planning and conduct of T&E events.

6.B. Conduct trend analysis on performance of T&E resources used during T&E events; identify and evaluate potential improvements to T&E Program policies and procedures and resources.

6.C. Maintain an accessible, searchable TESPR Enterprise Database.

6.D. Coordinate, as a key participant, periodic TESPR reviews with appropriate stakeholders to discuss test issues, highlight trends, develop recommendations and methodologies to improve T&E processes, support T&E innovation, and identify lessons learned.

Delivery Schedule	Due Date
Post-Event Test Performance Reports	15 days after conclusion of Test Event
Meeting Minutes, Action Item/Issue reports	5 working days after each meeting

### **Task 7: Strategic Planning & Management**

The Contractor shall:

7.A. Provide a Strategic Planning & Management team that understands all aspects of T&E programs, e.g., test ranges, test resources (aircraft, targets, ordnance), and Field Activity support,

that can coordinate the development of: Statements of Work (SOW) in conjunction with Task Planning Sheets (TPS), Quarterly Execution Review (QER) inputs, POM submissions, Issue Papers, Impact Statements and Reclama's and other programmatic documentation.

7.B. Work with all applicable test organizations to include other PEOs, NAVAIR, AEGIS BMD, NIFC-CA, etc. to facilitate an enterprise approach to planning, resourcing and executing test events.

7.C. Collect current and out-year funding requests from all organizations supporting IWS 1TE in sufficient time for evaluation and development of recommended levels of funding.

7.D. Coordinate with applicable Business Financial Managers (BFM), OPNAV sponsors and Field Activities to ensure required current and out-year T&E funds are identified and entered into the appropriate financial management system.

7.E. Provide detailed reporting for each IWS 1TE area of funding, comparing cost estimates with actuals, and documenting rationale for differences.

7.F. Maintain monthly financial metrics and have an understanding of any failures to meet FMB benchmarks and thresholds.

7.G. Participate in Financial Budget Reviews assisting the government in addressing T&E interests, and recording all action items and distributing them to the proper assignee for resolution.

Delivery Schedule	Due Date
Enterprise Financial Summary	Weekly
Financial Reports for All Appropriations	Monthly or as required
POM Cycle Input	As required
QER Cycle Input	Quarterly

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**ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 25 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

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

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

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

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

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

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

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

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



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 26 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

#### **ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 27 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 28 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 29 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

rights and remedies provided by law or elsewhere included in this contract.

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 30 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

### **DATA PACKAGING LANGUAGE**

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

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

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

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

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 31 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

### **CLAUSES INCORPORATED IN FULL TEXT**

**INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES** Items 4000, 4100 and 4200 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified in Section C.

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 32 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/9/2013 - 8/31/2014
4001	9/9/2013 - 8/31/2014
6000	9/9/2013 - 8/31/2014
6001	9/9/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7001	9/1/2014 - 8/31/2015
7002	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015
9002	9/1/2014 - 8/31/2015

## CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/9/2013 - 8/31/2014
4001	9/9/2013 - 8/31/2014
6000	9/9/2013 - 8/31/2014
6001	9/9/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7001	9/1/2014 - 8/31/2015
7002	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015
9001	9/1/2014 - 8/31/2015
9002	9/1/2014 - 8/31/2015

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

7100	9/9/2015 - 9/8/2016
7101	9/9/2015 - 9/8/2016
7200	9/9/2016 - 9/8/2017
7201	9/9/2016 - 9/8/2017
7300	9/9/2017 - 9/8/2018
7301	9/9/2017 - 9/8/2018
9100	9/9/2015 - 9/8/2016

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 33 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

9101	9/9/2015 - 9/8/2016
9200	9/9/2016 - 9/8/2017
9201	9/9/2016 - 9/8/2017
9300	9/9/2017 - 9/8/2018
9301	9/9/2017 - 9/8/2018

Services to be performed hereunder will be provided at the contractor's facility.

**DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

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

**CLAUSES INCORPORATED BY REFERENCE**

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

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



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 34 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

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

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

“Local processing office (LPO)” is the office responsible for payment certification when

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 35 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

payment certification is done external to the entitlement system.

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

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

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

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

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

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

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

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

Cost Voucher

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

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

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

Not Applicable

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

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 36 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Pay Official DoDAAC	<i>TBD</i>
Issue By DoDAAC	N00024
Admin DoDAAC	N00024
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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.

\_\_\_\_\_

(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.

\_\_\_\_\_

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

(End of clause)

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

**BUSINESS FINANCIAL MANAGER (BFM)**

Naval Sea Systems Command  
Attn: TBD

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 37 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone:  
e-mail:

**OMBUDSMAN (NAVSEA AND OVERARCHING)**

Naval Sea Systems Command  
Attn: [REDACTED]  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: [REDACTED]  
e-mail: [REDACTED]

**PROCURING CONTRACTING OFFICER (PCO)**

Naval Sea Systems Command  
Attn: [REDACTED]  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: [REDACTED]  
e-mail: [REDACTED]

**CONTRACTING OFFICER'S REPRESENTATIVE (COR)\*\***

Naval Sea Systems Command  
Attn: [REDACTED]  
1333 Isaac Hull Avenue, SE  
Washington Navy Yard, DC 20376  
Telephone: [REDACTED]  
e-mail: [REDACTED]

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

**TYPE OF ORDER**

This task order is a Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Fixed-Fee (CPFF) type and cost only ODCs. The contractor shall devote the specified level of effort for time period(s) stated in Section F and H, as applicable.

Accounting Data

SLINID	PR Number	Amount
400001	1300368939	[REDACTED]
LLA :		
AA 1721319 A5XB 252 WS010 0 050120 2D 000000 A00001842245		

BASE Funding [REDACTED]

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 38 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding [REDACTED]

MOD 01

400002 130039598500001 [REDACTED]  
 LLA :  
 AB 1741319 A683 251 WS010 0 050120 2D 000000 A00002066828

400003 130039598500003 [REDACTED]  
 LLA :  
 AC 1741319 15A9 251 SH500 0 050120 2D 000000 A10002066828

400004 130039598500005 [REDACTED]  
 LLA :  
 AD 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002066828

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 LLA :  
 AD 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002066828

400006 130039598500008 [REDACTED]  
 LLA :  
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 LLA :  
 AE 1741319 84TA 251 V5H00 0 050120 2D 000000 A30002066828

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 LLA :  
 AG 1731319 A5XZ 251 WS100 0 050120 2D 000000 A50002066828

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 LLA :  
 AN 97 201420150400D 2520 XC\_ST09P-FY14-01-BTXA8-FY1415-71AB-251-HQ0006429838 04-000-40  
 603892C00 044411  
 Ref Doc ACRN AA

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400014 130039766400001 [REDACTED]  
 LLA :  
 AL 97-11X8242 2860 000 74602 0 065916 2D PKSE44 306480090GNO

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 LLA :  
 AD 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002066828

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 LLA :  
 AM 1741507 A2EF 251 WS030 0 050120 2D 000000 A00002071603

600002 130039598500002 [REDACTED]  
 LLA :  
 AB 1741319 A683 251 WS010 0 050120 2D 000000 A00002066828

600003 130039598500004 [REDACTED]  
 LLA :

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 39 of 62	FINAL
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AC 1741319 15A9 251 SH500 0 050120 2D 000000 A10002066828

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LLA :  
AE 1741319 84TA 251 V5H00 0 050120 2D 000000 A30002066828

600007 130039598500011 [REDACTED]  
LLA :  
AE 1741319 84TA 251 V5H00 0 050120 2D 000000 A30002066828

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LLA :  
AH 1741319 A683 251 WS010 0 050120 2D 000000 A60002066828

600011 130039719800002 [REDACTED]  
LLA :  
AP 97 201420150400D 2520 XC\_ST09P-FY14-01-BTXA8-FY1415-71AB-210-HQ0006429838 04-000-40  
603892C00 044411  
Ref Doc ACRN AB

600012 130039722800002 [REDACTED]  
LLA :  
AJ 1741804 8B5B 251 VU021 0 050120 2D 000000 A00002074881

600013 130039677300002 [REDACTED]  
LLA :  
AK 1731611 6218 251 CV312 0 050120 2D 000000 A00002071697

600014 130039766400002 [REDACTED]  
LLA :  
AL 97-11X8242 2860 000 74602 0 065916 2D PKSE44 306480090GNO

600101 130039598500013 [REDACTED]  
LLA :  
AD 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002066828

600103 130039677100002 [REDACTED]  
LLA :  
AM 1741507 A2EF 251 WS030 0 050120 2D 000000 A00002071603

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

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AN 97 201420150400D 2520 XC\_ST09P-FY14-01-BTXA8-FY1415-71AB-251-HQ0006429838 04-000-40  
603892C00 044411  
Ref Doc ACRN AA

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LLA :  
AT 97X4930 NH4A 000 77777 0 000173 2F 4R0019 N00173Z45000

400017 130039719800017 [REDACTED]  
LLA :  
AU 97 201420150400D 2520 XW\_SD68P\_FY14-AB-ADX01-FY1415-71AB-251-HQ0006433593 04-000-40  
604880C00 044411  
Ref Doc. HQ0006433593  
Ref ACRN AA

400018 130039719800009 [REDACTED]

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 40 of 62	FINAL
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LLA :  
AV 2142020 A76 AH121 0 18VIAD 25 720010 464103004004 8473 021001

400019 130039719800011 [REDACTED]  
LLA :  
AW 1741319 E4FP 253 68876 N 068892 2D CN0024 688764N2531Q

400020 130039719800013 [REDACTED]  
LLA :  
BP 1741319 E4FP 253 68876 N 068892 2D CN0025 688764N2531Q

400021 130039719800008 [REDACTED]  
LLA :  
AX 97X4930 NH4A 000 77777 0 000173 2F 4R0106 N00173Z45000

400022 130043611900001 [REDACTED]  
LLA :  
AY 1741804 8C2C 251 WS020 0 050120 2D 000000 A00002367916

400023 130043611900002 [REDACTED]  
LLA :  
AZ 1741804 8C4C 252 V5H00 0 050120 2D 000000 A10002367916

400024 130043611700001 [REDACTED]  
LLA :  
BA 1731611 8560 251 24VCS 0 050120 2D 000000 A00002367913

400025 130043611700003 [REDACTED]  
LLA :  
BB 1741611 8560 251 24VCS 0 050120 2D 000000 A20002367913

400026 130043611700002 [REDACTED]  
LLA :  
BC 1741611 8560 252 CV312 0 050120 2D 000000 A10002367913

400027 130043612000009 [REDACTED]  
LLA :  
BD 1741810 A2DB 252 WS050 0 050120 2D 000000 A20002367917

400028 130043612000002 [REDACTED]  
LLA :  
BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

400029 130039719800014 [REDACTED]  
LLA :  
BF 1741804 8RZ3 251 WS010 0 050120 2D 000000 A00002374074

400030 130043590600001 [REDACTED]  
LLA :  
BG 1731319 A5BJ 251 WS020 0 050120 2D 000000 A00002365971

400031 130039598500019 [REDACTED]  
LLA :  
AQ 1741319 A5XB 252 WS010 0 050120 2D 000000 A20002066828

400032 130039722800003 [REDACTED]  
LLA :  
AR 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002074881

400102 130043612000001 [REDACTED]  
LLA :  
BH 1721810 81CC 252 VU021 0 050120 2D 000000 A00002367917

400103 130039677100003 [REDACTED]  
LLA :  
AM 1741507 A2EF 251 WS030 0 050120 2D 000000 A00002071603

400104 130043590600007 [REDACTED]  
LLA :  
BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

400105 130043590600003 [REDACTED]

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 41 of 62	FINAL
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LLA :  
BK 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002365971

400106 130043612000003 [REDACTED]  
LLA :  
BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

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LLA :  
AP 97 201420150400D 2520 XC\_ST09P-FY14-01-BTXA8-FY1415-71AB-210-HQ0006429838 04-000-40  
603892C00 044411  
Ref Doc ACRN AB

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AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00002333820

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LLA :  
AT 97X4930 NH4A 000 77777 0 000173 2F 4R0019 N00173Z45000

600017 130039719800018 [REDACTED]  
LLA :  
AU 97 201420150400D 2520 XW\_SD68P\_FY14-AB-ADX01-FY1415-71AB-251-HQ0006433593 04-000-40  
604880C00 044411

600018 130039719800021 [REDACTED]  
LLA :  
AV 2142020 A76 AH121 0 18VIAD 25 720010 464103004004 8473 021001

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LLA :  
AW 1741319 E4FP 253 68876 N 068892 2D CN0024 688764N2531Q

600020 130039719800025 [REDACTED]  
LLA :  
BP 1741319 E4FP 253 68876 N 068892 2D CN0025 688764N2531Q

600021 130039719800020 [REDACTED]  
LLA :  
AX 97X4930 NH4A 000 77777 0 000173 2F 4R0106 N00173Z45000

600022 130043611900004 [REDACTED]  
LLA :  
AY 1741804 8C2C 251 WS020 0 050120 2D 000000 A00002367916

600024 130043611700004 [REDACTED]  
LLA :  
BA 1731611 8560 251 24VCS 0 050120 2D 000000 A00002367913

600027 130043612000010 [REDACTED]  
LLA :  
BD 1741810 A2DB 252 WS050 0 050120 2D 000000 A20002367917

600028 130043612000006 [REDACTED]  
LLA :  
BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

600029 130039719800026 [REDACTED]  
LLA :  
BF 1741804 8RZ3 251 WS010 0 050120 2D 000000 A00002374074

600030 130043590600013 [REDACTED]  
LLA :  
BG 1731319 A5BJ 251 WS020 0 050120 2D 000000 A00002365971

600031 130039598500020 [REDACTED]  
LLA :  
AQ 1741319 A5XB 252 WS010 0 050120 2D 000000 A20002066828

600032 130039722800004 [REDACTED]  
LLA :



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 42 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AR 1741804 8B5B 252 VU021 0 050120 2D 000000 A00002074881

600102 130043612000005 [REDACTED]  
LLA :  
BH 1721810 81CC 252 VU021 0 050120 2D 000000 A00002367917

600103 130039677100004 [REDACTED]  
LLA :  
AM 1741507 A2EF 251 WS030 0 050120 2D 000000 A00002071603

600104 130043590600016 [REDACTED]  
LLA :  
BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

600105 130043590600011 [REDACTED]  
LLA :  
BK 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002365971

600106 130043612000007 [REDACTED]  
LLA :  
BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

700001 130043590600006 [REDACTED]  
LLA :  
BL 1741319 A683 251 WS010 0 050120 2D 000000 A30002365971

700002 130043590600019 [REDACTED]  
LLA :  
BM 1741319 A5XZ 251 WS100 0 050120 2D 000000 A50002365971

700003 130039719800010 [REDACTED]  
LLA :  
BN 1741319 E627 253 68876 C 068892 2D CK0026 688764D2531Q

700004 130039719800012 [REDACTED]  
LLA :  
AW 1741319 E4FP 253 68876 N 068892 2D CN0024 688764N2531Q

700101 130043590600008 [REDACTED]  
LLA :  
BL 1741319 A683 251 WS010 0 050120 2D 000000 A30002365971

700102 130043590600009 [REDACTED]  
LLA :  
BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

700103 130043590600005 [REDACTED]  
LLA :  
BK 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002365971

700104 130043612000004 [REDACTED]  
LLA :  
BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

900001 130043590600014 [REDACTED]  
LLA :  
BL 1741319 A683 251 WS010 0 050120 2D 000000 A30002365971

900002 130043590600023 [REDACTED]  
LLA :  
BM 1741319 A5XZ 251 WS100 0 050120 2D 000000 A50002365971

900003 130039719800022 [REDACTED]  
LLA :  
BN 1741319 E627 253 68876 C 068892 2D CK0026 688764D2531Q

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LLA :  
AW 1741319 E4FP 253 68876 N 068892 2D CN0024 688764N2531Q

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LLA :

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 43 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

BL 1741319 A683 251 WS010 0 050120 2D 000000 A30002365971

900102 130043590600017 [REDACTED]

LLA :

BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

900103 130043590600012 [REDACTED]

LLA :

BK 1741319 A5XB 251 WS010 0 050120 2D 000000 A20002365971

900104 130043612000008 [REDACTED]

LLA :

BE 1741810 81CC 252 VU021 0 050120 2D 000000 A10002367917

MOD 02 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 04

400017 130039719800017 [REDACTED]

LLA :

AU 97 201420150400D 2520 XW\_SD68P\_FY14-AB-ADX01-FY1415-71AB-251-HQ0006433593 04-000-40

604880C00 044411

Ref Doc. HQ0006433593

Ref ACRN AA

400031 130039598500018 [REDACTED]

LLA :

AQ 1741319 A5XB 252 WS010 0 050120 2D 000000 A20002066828

400033 130039766400003 [REDACTED]

LLA :

BQ 97-11X8242 2884 000 74842 0 065916 2D PAT044 415380060GTG

400104 130043590600024 [REDACTED]

LLA :

BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

600017 130039719800018 [REDACTED]

LLA :

AU 97 201420150400D 2520 XW\_SD68P\_FY14-AB-ADX01-FY1415-71AB-251-HQ0006433593 04-000-40

604880C00 044411

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LLA :

BQ 97-11X8242 2884 000 74842 0 065916 2D PAT044 415380060GTG

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LLA :

BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

MOD 04 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 05

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LLA :

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LLA :

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LLA :

BR 1721810 81CC 252 VU021 0 050120 2D 000000 A00002531269

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 44 of 62	FINAL
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900005 130045687900002 [REDACTED]  
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MOD 05 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 06

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 LLA :  
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600104 130043590600018 [REDACTED]  
 LLA :  
 BJ 1741319 A5XB 251 WS010 0 050120 2D 000000 A40002365971

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07

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 LLA :  
 BT 1741319 85YV 251 VU021 0 050120 2D 000000 A70002066828

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 LLA :  
 BU 1751804 8B5B 251 VU021 0 050120 2D 000000 A40002367916

700009 130039719800030 [REDACTED]  
 LLA :  
 BV 97-11X8242 2862 000 74622 0 065916 2D PJA044 415780020FWE

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 LLA :  
 BW 1751319 84TA 251 V5H00 0 050120 2D 000000 A90002066828

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 LLA :  
 BS 1751319 A5XZ 251 WS100 0 050120 2D 000000 A80002066828

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 LLA :  
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 BV 97-11X8242 2862 000 74622 0 065916 2D PJA044 415780020FWE

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 LLA :  
 BW 1751319 84TA 251 V5H00 0 050120 2D 000000 A90002066828

MOD 07 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 08

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CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 45 of 62	FINAL
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LLA :  
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CB 1751810 A2DB 251 WS050 0 050120 2D 000000 A30002367917

700201 130039766400005 [REDACTED]  
LLA :  
BY 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 123060080SBU

700202 130039766400007 [REDACTED]  
LLA :  
BZ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 005260070SBU

900011 130039719800033 [REDACTED]  
LLA :  
BX 2152020 A76 AH121 0 18VLIA D2 572001 061612900400 48473 021001

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LLA :  
CB 1751810 A2DB 251 WS050 0 050120 2D 000000 A30002367917

900201 130039766400006 [REDACTED]  
LLA :  
BY 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 123060080SBU

900202 130039766400008 [REDACTED]  
LLA :  
BZ 97-11X8242 2831 000 74312 0 065916 2D PEGP4N 005260070SBU

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 46 of 62	FINAL
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**SECTION H SPECIAL CONTRACT REQUIREMENTS**

**NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

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

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

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4000	████████████████████	████	████	████████████████████		09/09/2013 - 08/31/2014
4001	████████████████████	████	████	████████████████████		09/09/2013 - 08/31/2014
6000	████	████	████	████████	████	09/09/2013 - 08/31/2014
6001	████	████	████	████████	████	09/09/2013 - 08/31/2014

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 47 of 62	FINAL
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7000	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015
7001	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015
9000	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015
9001	[REDACTED]	[REDACTED]	[REDACTED]	09/01/2014 - 08/31/2015

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

(c) CLINs/SLINs 7002, 9002 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

**NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

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

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

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

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 48 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, not including surge, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 49 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

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



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 50 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 manhour performed in accordance with the terms of the contract.

**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be 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. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 51 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

FAR 52.232-20 LIMITATION OF COST (APR 1984)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

FAR 52.216-8 FIXED FEE (Mar 1997) (Applicable to CLIN 4000, and if exercised, 4100 and 4200.)

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

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

### CLAUSES INCORPORATED BY FULL TEXT

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

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

### ITEM(S)                      LATEST OPTION EXERCISE DATE

Item	Latest Option Exercise Date
7100	09/08/2016
7101	09/08/2016
7200	09/08/2017
7201	09/08/2017
7300	09/08/2018
7301	09/08/2018
9100	09/08/2016
9101	09/08/2016
9200	09/08/2017
9201	09/08/2017
9300	09/08/2018
9301	09/08/2018

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 52 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

### **52.216-10 INCENTIVE FEE (MAR 1997)**

(Cost Incentive Fee applicable to Labor CLIN 4000, Option CLINs (if and to the extent exercised) 7000, 7100, 7200, and 7300).

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years'

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 53 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by fifty cents (\$.50) for every dollar that the total allowable cost is less than the target cost or decreased by fifty cents (\$.50) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than five and fifty one-hundredths (5.50) percent or less than zero and zero one-hundredths (0.00) percent of the target cost.

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

(i) Payments made under assignments; or

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

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

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

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

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

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 54 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

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

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

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

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 55 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(7) Terminating contracts.

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

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

(1) An employee of the contractor; or

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

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

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

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

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

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

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

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

(iii) Gifts, including travel.

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

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

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 56 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
  - (iv) Research funding or other forms of research support;
  - (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
  - (vi) Real estate investments;
  - (vii) Patents, copyrights, and other intellectual property interests; or
  - (viii) Business ownership and investment interests.
- (b) Requirements. The Contractor shall—
- (1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—
    - (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
      - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.
      - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
      - (C) Gifts, including travel; and
    - (ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.
  - (2) For each covered employee—
    - (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
    - (ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and
    - (iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.
  - (3) Inform covered employees of their obligation—

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 57 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (i) To disclose and prevent personal conflicts of interest;
  - (ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) To avoid even the appearance of personal conflicts of interest;
- (4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
- (5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and
- (6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—
- (i) Failure by a covered employee to disclose a personal conflict of interest;
  - (ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
  - (iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- (c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—
- (i) Agreement to a plan to mitigate the personal conflict of interest; or
  - (ii) A waiver of the requirement.
- (2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.
- (3) The Contractor shall—
- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
  - (ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.
- (d) Subcontract flowdown. The Contractor shall include the substance of this clause, including



CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 58 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

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

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

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

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

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

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

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

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

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

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

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

**52.244-2 SUBCONTRACTS (June 2007) - Alternate I**

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 59 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 60 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting -

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

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

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

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

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

(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.

(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

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 61 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED]

[REDACTED]

[REDACTED]

CONTRACT NO. N00178-10-D-6332	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 08	PAGE 62 of 62	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

- Attachment 1 - DD254
- Attachment 2 - Award Term Plan
- Attachment 3 - PEO IWS 1TE Organization Chart
- Attachment 4 - PEO IWS 1TE WBS Chart
- Attachment 5 - Statement of Non-Disclosure of Information