

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 09-Apr-2019	4. REQUISITION/PURCHASE REQ. NO. 1300771821		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE		S2101A SCD: C	
Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040		DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-3375			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CSRA LLC 1201 M. Street SE, Suite 400 Washington DC 20003		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030 / N0002417F3005
		10B. DATED (SEE ITEM 13) 17-Jul-2017
CAGE CODE 8X463	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

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

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 2 of 2	FINAL
----------------------------------	-------------------------------------	--------------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add incremental funding and add an additional subcontractor. Accordingly, said Task Order is modified as follows: 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 \$41,702,831.81 by \$2,683,581.00 to \$44,386,412.81.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710249	O&MN,N	150,000.00	376,000.00	526,000.00
710250	RDT&E	0.00	413,223.00	413,223.00
710251	SCN	0.00	398,946.00	398,946.00
710252	O&MN,N	0.00	1,013,000.00	1,013,000.00
710253	RDT&E	0.00	410,000.00	410,000.00
910250	RDT&E	0.00	36,777.00	36,777.00
910251	SCN	0.00	35,635.00	35,635.00

The total value of the order is hereby increased from \$41,741,088.59 by \$2,683,904.91 to \$44,424,993.50.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7102	21,796,332.73	2,611,492.91	24,407,825.64
9102	1,013,577.22	72,412.00	1,085,989.22

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 1 of 59	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
7000	R425	Base Year - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, D, F (Fund Type - TBD)		LH			\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7002	R425	Base Year - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, D, F (Fund Type - TBD)		LH			\$17,566,153.64
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
700201	R425	For Informational/Funding Purposes Only (O&MN,N)					
700202	R425	For Informational/Funding Purposes Only (O&MN,N)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 2 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700203	R425	For Informational/Funding Purposes Only (O&MN,N)					
700204	R425	For Informational/Funding Purposes Only (O&MN,N)					
700205	R425	For Informational/Funding Purposes Only (O&MN,N)					
700208	R425	For Informational/Funding Purposes Only (SCN)					
700209	R425	For Informational/Funding Purposes Only (SCN)					
700210	R425	For Informational/Funding Purposes Only (SCN)					
700211	R425	For Informational/Funding Purposes Only (SCN)					
700212	R425	For Informational/Funding Purposes Only (SCN)					
700213	R425	For Informational/Funding Purposes Only (SCN)					
700214	R425	For Informational/Funding Purposes Only (SCN)					
700215	R425	For Informational/Funding Purposes Only (SCN)					
700216	R425	For Informational/Funding Purposes Only (NDSF)					
700217	R425	For Informational/Funding Purposes Only (RDT&E)					
700218	R425	For Informational/Funding Purposes Only (RDT&E)					
700219	R425	For Informational/Funding Purposes Only (RDT&E)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 3 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
700220	R425	For Informational/Funding Purposes Only (O&MN,N)					
700221	R425	For Informational/Funding Purposes Only (O&MN,N)					
700222	R425	For Informational/Funding Purposes Only (O&MN,N)					
700223	R425	For Informational/Funding Purposes Only (O&MN,N)					
700224	R425	For Informational/Funding Purposes Only (RDT&E)					
700225	R425	For Informational/Funding Purposes Only (RDT&E)					
700227	R425	For Informational/Funding Purposes Only (SCN)					
700228	R425	For Informational/Funding Purposes Only (SCN)					
700229	R425	For Informational/Funding Purposes Only (SCN)					
700230	R425	For Informational/Funding Purposes Only (SCN)					
700231	R425	For Informational/Funding Purposes Only (WCF)					
700232	R425	For Informational/Funding Purposes Only (O&MN,N)					
700233	R425	For Informational/Funding Purposes Only (FMS)					
700234	R425	For Informational/Funding Purposes Only (O&MN,N)					
700235	R425	For Informational/Funding Purposes Only					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 4 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		(O&MN,N)					
700236	R425	Informational funding SLIN to correct 700212 (SCN)					
700237	R425	Informational funding SLIN to correct 700213 (SCN)					
700238	R425	For Informational/Funding Purposes Only (O&MN,N)					
700239	R425	For Informational/Funding Purposes Only (RDT&E)					
700240	R425	For Informational/Funding Purposes Only (SCN)					
700241	R425	For Informational/Funding Purposes Only (SCN)					
700242	R425	For Informational/Funding Purposes Only (SCN)					
700243	R425	For Informational/Funding Purposes Only (RDT&E)					
700244	R425	N/A (Fund Type - TBD)					
700245	R425	N/A (Fund Type - TBD)					
700246	R425	N/A (Fund Type - TBD)					
700247	R425	For Informational/Funding Purposes Only (O&MN,N)					
700248	R425	For Informational/Funding Purposes Only (WCF)					
700249	R425	For Informational/Funding Purposes Only (WCF)					
700250	R425	For Informational/Funding Purposes Only (WCF)					
7100	R425	Option 1 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft		LH			\$0.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 5 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7102	R425	Option 1 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD)		LH		\$24,407,825.64	
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
710201	R425	Reserved (Fund Type - TBD)					
710202	R425	For Informational/Funding Purposes Only (O&MN,N)					
710203	R425	For Informational/Funding Purposes Only (O&MN,N)					
710204	R425	For Informational/Funding Purposes Only (RDT&E)					
710205	R425	For Informational/Funding Purposes Only (O&MN,N)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 6 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710206	R425	For Informational/Funding Purposes Only (WCF)					
710207	R425	For Informational/Funding Purposes Only (RDT&E)					
710208	R425	For Informational/Funding Purposes Only (SCN)					
710209	R425	For Informational/Funding Purposes Only (SCN)					
710210	R425	For Informational/Funding Purposes Only (SCN)					
710211	R425	For Informational/Funding Purposes Only (SCN)					
710212	R425	For Informational/Funding Purposes Only (SCN)					
710213	R425	Reserved (WCF)					
710214	R425	Reserved (WCF)					
710215	R425	For Informational/Funding Purposes Only (SCN)					
710216	R425	For Informational/Funding Purposes Only (RDT&E)					
710217	R425	For Informational/Funding Purposes Only (RDT&E)					
710218	R425	For Informational/Funding Purposes Only (SCN)					
710219	R425	For Informational/Funding Purposes Only (WCF)					
710220	R425	For Informational/Funding Purposes Only (SCN)					
710221	R425	For Informational/Funding Purposes Only (SCN)					
710222	R425	For Informational/Funding Purposes Only (SCN)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 7 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710223	R425	For Informational/Funding Purposes Only (RDT&E)					
710224	R425	For Informational/Funding Purposes Only (O&MN,N)					
710225	R425	For Informational/Funding Purposes Only (O&MN,N)					
710226	R425	For Informational/Funding Purposes Only (O&MN,N)					
710227	R425	For Informational/Funding Purposes Only (O&MN,N)					
710228	R425	For Informational/Funding Purposes Only (O&MN,N)					
710229	R425	For Informational/Funding Purposes Only (O&MN,N)					
710230	R425	For Informational/Funding Purposes Only (O&MN,N)					
710231	R425	For Informational/Funding Purposes Only (SCN)					
710232	R425	For Informational/Funding Purposes Only (RDT&E)					
710233	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)					
710234	R425	For Informational/Funding Purposes Only (O&MN,N)					
710235	R425	For Informational/Funding Purposes Only (RDT&E)					
710236	R425	For Informational/Funding Purposes Only (RDT&E)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 8 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710237	R425	For Informational/Funding Purposes Only (RDT&E)					
710238	R425	For Informational/Funding Purposes Only (SCN)					
710239	R425	For Informational/Funding Purposes Only (SCN)					
710240	R425	For Informational/Funding Purposes Only (SCN)					
710241	R425	For Informational/Funding Purposes Only (SCN)					
710242	R425	For Informational/Funding Purposes Only (RDT&E)					
710243	R425	For Informational/Funding Purposes Only (O&MN,N)					
710244	R425	For Informational/Funding Purposes Only (RDT&E)					
710245	R425	For Informational/Funding Purposes Only (SCN)					
710246	R425	For Informational/Funding Purposes Only (SCN)					
710247	R425	For Informational/Funding Purposes Only (SCN)					
710248	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)					
710249	R425	For Informational/Funding Purposes Only (O&MN,N)					
710250	R425	For Informational/Funding Purposes Only (RDT&E)					
710251	R425	For Informational/Funding Purposes Only (SCN)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 9 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
710252	R425	For Informational/Funding Purposes Only (O&MN,N)					
710253	R425	For Informational/Funding Purposes Only (RDT&E)					
7200	R425	Option 2 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD) Option		LH			\$0.00
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7202	R425	Option 2 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD) Option		LH			\$8,150,752.44
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7300	R425	Option 3 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering,		LH			\$0.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 10 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD)					
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7302	R425	Option 3 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD)		LH			\$6,478,548.84
		Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line	50.0%				
		Government Underrun Share Line	50.0%				
7400	R425	Option 4 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Aircraft Carriers (CVNs) See Note A, B, D, F (Fund Type - TBD)		LH			\$0.00
		Option					
		Max Fee					
		Min Fee					
		Government Overrun	50.0%				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 11 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Share Line					
		Government	50.0%				
		Underrun					
		Share Line					
7402	R425	Option 4 - Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships See Note A, B, D, F (Fund Type - TBD) Option		LH			\$0.00
		Max Fee					
		Min Fee					
		Government	50.0%				
		Overrun					
		Share Line					
		Government	50.0%				
		Underrun					
		Share Line					

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7500		DATA - Contract Data Requirements List (CDRL) in accordance with DD Form 1423. Note: CDRLs are not separately priced (NSP) (Note E)		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000 See Note C, F (Fund Type - TBD)	1.0	LO	\$0.00
9002	R425	ODC in support of CLIN 7002 See Note C, F (Fund Type - TBD)	1.0	LO	\$1,365,025.00
900201	R425	For Informational/Funding Purposes Only (O&MN,N)			
900202	R425	For Informational/Funding Purposes Only (O&MN,N)			
900203	R425	For Informational/Funding Purposes Only (O&MN,N)			
900204	R425	For Informational/Funding Purposes Only (O&MN,N)			
900205	R425	For Informational/Funding Purposes Only (SCN)			

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 12 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900206	R425	For Informational/Funding Purposes Only (SCN)				
900207	R425	For Informational/Funding Purposes Only (SCN)				
900208	R425	For Informational/Funding Purposes Only (SCN)				
900209	R425	For Informational/Funding Purposes Only (SCN)				
900210	R425	For Informational/Funding Purposes Only (RDT&E)				
900211	R425	For Informational/Funding Purposes Only (O&MN,N)				
900212	R425	For Informational/Funding Purposes Only (O&MN,N)				
900224	R425	For Informational/Funding Purposes Only (RDT&E)				
900225	R425	For Informational/Funding Purposes Only (RDT&E)				
900227	R425	For Informational/Funding Purposes Only (SCN)				
900231	R425	For Informational/Funding Purposes Only (WCF)				
900232	R425	For Informational/Funding Purposes Only (O&MN,N)				
900234	R425	For Informational/Funding Purposes Only (O&MN,N)				
900235	R425	For Informational/Funding Purposes Only (O&MN,N)				
900238	R425	For Informational/Funding Purposes Only (O&MN,N)				
900239	R425	For Informational/Funding Purposes Only (RDT&E)				
900242	R425	For Informational/Funding Purposes Only (SCN)				
900243	R425	For Informational/Funding Purposes Only (RDT&E)				
900244	R425	For Informational/Funding Purposes Only (WCF)				
900245	R425	For Informational/Funding Purposes Only (SCN)				
900246	R425	For Informational/Funding Purposes Only (SCN)				
900247	R425	For Informational/Funding Purposes Only (O&MN,N)				
900248	R425	For Informational/Funding Purposes Only (WCF)				
900249	R425	For Informational/Funding Purposes Only (WCF)				
900250	R425	For Informational/Funding Purposes Only (WCF)				
9100	R425	ODC in support of CLIN 7100 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$0.00	
9102	R425	ODC in support of CLIN 7102 See Note B, C, F (Fund Type - TBD)	1.0	LO	\$1,085,989.22	
910201	R425	Reserved (Fund Type - TBD)				
910202	R425	For Informational/Funding Purposes Only (O&MN,N)				
910203	R425	For Informational/Funding Purposes Only (O&MN,N)				
910204	R425	Reserved (Fund Type - TBD)				
910205	R425	For Informational/Funding Purposes Only (O&MN,N)				
910206	R425	For Informational/Funding Purposes Only (WCF)				
910207	R425	For Informational/Funding Purposes Only (RDT&E)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 13 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
910208	R425	Reserved (Fund Type - TBD)				
910209	R425	Reserved (Fund Type - TBD)				
910210	R425	For Informational/Funding Purposes Only (SCN)				
910211	R425	For Informational/Funding Purposes Only (SCN)				
910212	R425	For Informational/Funding Purposes Only (SCN)				
910213	R425	For Informational/Funding Purposes Only (WCF)				
910214	R425	For Informational/Funding Purposes Only (WCF)				
910215	R425	Reserved (Fund Type - TBD)				
910216	R425	For Informational/Funding Purposes Only (RDT&E)				
910217	R425	For Informational/Funding Purposes Only (RDT&E)				
910218	R425	For Informational/Funding Purposes Only (Fund Type - TBD)				
910219	R425	For Informational/Funding Purposes Only (WCF)				
910220	R425	For Informational/Funding Purposes Only (SCN)				
910221	R425	For Informational/Funding Purposes Only (SCN)				
910222	R425	Reserved (Fund Type - TBD)				
910223	R425	Reserved (Fund Type - TBD)				
910224	R425	Reserved (Fund Type - TBD)				
910225	R425	For Informational/Funding Purposes Only (O&MN,N)				
910226	R425	Reserved (Fund Type - TBD)				
910227	R425	For Informational/Funding Purposes Only (O&MN,N)				
910228	R425	For Informational/Funding Purposes Only (O&MN,N)				
910229	R425	Reserved (Fund Type - TBD)				
910230	R425	For Informational/Funding Purposes Only (O&MN,N)				
910231	R425	For Informational/Funding Purposes Only (SCN)				
910232	R425	Reserved (Fund Type - TBD)				
910233	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)				
910234	R425	For Informational/Funding Purposes Only (O&MN,N)				
910235	R425	Reserved (Fund Type - TBD)				
910236	R425	Reserved (Fund Type - TBD)				
910237	R425	For Informational/Funding Purposes Only (RDT&E)				
910238	R425	Reserved (Fund Type - TBD)				
910239	R425	For Informational/Funding Purposes Only (SCN)				
910240	R425	For Informational/Funding Purposes Only (SCN)				
910241	R425	Reserved (Fund Type - TBD)				
910242	R425	Reserved (Fund Type - TBD)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 14 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
910243	R425	For Informational/Funding Purposes Only (O&MN,N)				
910244	R425	For Informational/Funding Purposes Only (RDT&E)				
910245	R425	For Informational/Funding Purposes Only (SCN)				
910246	R425	Reserved (Fund Type - TBD)				
910247	R425	For Informational/Funding Purposes Only (SCN)				
910248	R425	For Informational/Funding Purposes Only (Fund Type - OTHER)				
910249	R425	Reserved (Fund Type - TBD)				
910250	R425	For Informational/Funding Purposes Only (RDT&E)				
910251	R425	For Informational/Funding Purposes Only (SCN)				
9200	R425	ODC in support of CLIN 7200 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$0.00	
9202	R425	ODC in support of CLIN 7202 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$315,257.00	
9300	R425	ODC in support of CLIN 7300 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$0.00	
9302	R425	ODC in support of CLIN 7302 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$281,597.78	
9400	R425	ODC in support of CLIN 7400 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$0.00	
9402	R425	ODC in support of CLIN 7402 See Note B, C, F (Fund Type - TBD) Option	1.0	LO	\$0.00	

NOTE A: LEVEL OF EFFORT (LOE)

For Labor Items, Offerors shall propose the level of effort (man-hours) specified for these CLINs in this Section B, in order to perform the requirements of the Statement of Work as specified in Section C provided for the period of performance specified in Section F. The CLINs associated with each individual task area will be separated into four (4) task order awards. There will be one (1) task order associated with each of the four (4) task areas. The PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALT 1) clause and LEVEL OF EFFORT - ALT 1 clauses apply to these Items.

Subcontractor labor shall be billed under these line items.

Total proposed labor hours for each CLIN shall be in accordance with the provided Government requirement, which is the Government's best estimate of anticipated level of effort.

NOTE B: OPTION

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

NOTE C: OTHER DIRECT COSTS (ODC)

The Government estimates ODCs inclusive of travel costs to be no more than as follows:.

	Aircraft Carrier Design, Integration and Engineering Support	Surface Combatant Ship Design, Integration, and Engineering Support	Amphibious and Auxiliary Ship Design, Integration and Engineering Support	Warfare Systems, C5I Systems Support
Base Yr.	N/A	N/A		N/A
Option Yr. 1	N/A	N/A		N/A
Option Yr. 2	N/A	N/A		N/A
Option Yr. 3	N/A	N/A		N/A
Option Yr. 4	N/A	N/A		N/A
Total ODCs	N/A	N/A		N/A

The total ODCs (including allowable burdens) must be included in Section B of the offer for each ODC CLIN. Burden ODC amounts proposed by the Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror in their cost proposal. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs. ODCs in addition to the Government estimates such as facilities costs shall not be proposed.

NOTE D: INCENTIVE FEE (Applicable to all Incentive Fee Line Items)

For all incentive fee CLINs please fill in the Max Fee, Min Fee, Government Overrun Share Line, Government Underrun Share Line.

Upon award, the successful Offeror's proposed minimum incentive fee percentage, maximum incentive fee percentage, and target incentive fee percentage will be incorporated into the below table and in FAR clause 52.216-10 INCENTIVE FEE in Section I of each Task Order. The Offeror shall propose incentive fee target, minimum, and maximum fees in accordance with the stated thresholds below:

Thresholds:

1. Target Incentive Fee shall not be greater than
2. Minimum Incentive Fee shall not be greater than
3. Maximum Incentive Fee shall not be greater than

When calculating the Total Incentive Fee earned at the end of the Period of Performance for any Cost-Plus-Incentive-Fee (CPIF) CLIN, the Target Cost and Target Fee amounts shall be based upon the actual level of effort the contractor provides.

Hourly Rates encompass all allowable costs, including subcontractor costs and the Cost of Money (COM), if applicable. Thus, for example if COM applies, the Target Cost Rate (Target Cost/LH) is calculated by taking the Target Cost and subtracting COM (if applicable) from it, and then dividing the resulting Target Cost by the number of allowable Labor Hours (LH) worked. If COM is proposed, necessary columns may be added.

Incentive Fee Table									
		Hourly Rates				Total Fees			
		Min Fee Rate	Target Fee Rate	Max Fee Rate	Target Cost Rate	Min Fee	Target Fee	Max Fee	Target Cost
CLIN	Qty. of LH	<u>Min Fee/LH</u>	<u>Target Fee/LH</u>	<u>Max Fee/LH</u>	<u>Target Cost/LH</u>	<u>Min Fee Rate*LH</u>	<u>Target Fee Rate*LH</u>	<u>Max Fee Rate*LH</u>	<u>Target Cost Rate*LH</u>
7000									
7001									
7002									
7003									
7100									
7101									
7102									
7103									
7200									
7201									
7202									
7203									
7300									
7301									
7302									
7303									
7400									
7401									
7402									
7403									

(i) The CPIF Target Cost for CLIN (7002) and if exercised CLINs (7102, 7202, 7302, and 7402) shall be entered in the Target Cost column of the INCENTIVE FEE TABLE above. The Target Cost is determined by multiplying the Target Cost Rate or (Target Cost/LH) by the allowable hours worked (LH), including subcontractor hours, for the corresponding CLIN. The Target Cost shall include all proposed costs

(including COM, 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 CLIN (7002) and if exercised CLINs (7102, 7202, 7302, and 7402) shall be entered in the Target Fee column of the INCENTIVE FEE TABLE above. The Target Fee is determined by multiplying the Target Fee Rate or (Target Fee/LH) by the allowable hours worked (LH), including subcontractor hours, for the corresponding CLIN.

(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 each Task Order.

(iv) Final Costs & Incentive Fees. Final Costs and Incentive Fees for all contract labor will be calculated at the end of the POP for each CLIN. Final Costs and Incentive Fees are shown in the following table:

	Delivered Hours	Actual Cost Per Hour	Actual Cost (A*B=C)	Final Target Incentive Fee	Incentive Fee Share Line Adjustment	Computed Incentive Fee (D+E=F)	Total (C+F=G)
CLIN							
7000							
7001							
7002							
7003							
7100							
7101							
7102							
7103							
7200							
7201							
7202							
7203							
7300							
7301							
7302							
7303							
7400							
7401							
7402							
7403							

NOTE E: NOT SEPARATELY PRICED (NSP)

Price included in the price of Labor CLIN(s). Offeror shall propose for these Line Items.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 18 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

NOTE F: Task Order requirements that apply to the division of work between prime contractors, subcontractors and small businesses are as follows:

- Prime offerors must perform a minimum of 40% of the work in each task area proposed
- Prime offerors must subcontract a minimum of 34.5% to small businesses
- No single subcontractor may perform more than the Prime offeror

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire Task Order is cost type.

(End of clause)

HQ B-2-0004 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 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.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS

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.

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

(Applicable to CLIN 7002 and if exercised, CLINs 7102, 7202, 7302, and 7402).

(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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 19 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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" (FAR52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

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

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

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

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

- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 20 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Task Order 3: Naval Systems Engineering Directorate ESS Support - Ship Design, Engineering, and Integration Support for Amphibious and Auxiliary Ships - **See Attachment 16**

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 21 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

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.

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

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

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

* Name of Individual Sponsor: _____

* Name of Requiring Activity: _____

* City and State: _____

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 22 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

E-mail:

TRANSPORTATION OF EQUIPMENT/MATERIAL. Upon completion of this order, all government furnished and contractor purchased property, hardware, COTS, software, manuals, instruction guides, logs, source code, scripts, database schemas, tables, triggers, stored procedures and data shall be securely packed and shipped by the Contractor to a location to be provided by the government representative at Contractor expense.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 23 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

HQ E-1-0001 INSPECTION AND ACCEPTANCE OF DATA

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

HQ E-1-0007 INSPECTION AND ACCEPTANCE OF LOE SERVICES

Applicable to CLIN (7002); and if exercised CLINS (7102, 7202, 7302, and 7402). Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

-Quality Assurance Surveillance Plan (See Attachment 5)

INSPECTION AND ACCEPTANCE LANGUAGE FOR ODCs

Inspection and acceptance for ODC CLIN (9002); and if exercised CLINs (9102, 9202, 9302, 9402) shall be made by the COR or a designated representative of the Government specified in an applicable TI.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 24 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	11/30/2017 - 11/29/2018
7002	7/17/2017 - 7/16/2018
7102	7/17/2018 - 7/16/2019
9000	11/30/2017 - 11/29/2018
9002	7/17/2017 - 7/16/2018
9102	7/17/2018 - 7/16/2019

For proposal purposes, the estimated date of Task Order award is 11/30/17. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES (NAVSEA)

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

CLIN - DELIVERIES OR PERFORMANCE

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

7000	11/30/2017 - 11/29/2018
7002	7/17/2017 - 7/16/2018
7102	7/17/2018 - 7/16/2019
9000	11/30/2017 - 11/29/2018
9002	7/17/2017 - 7/16/2018
9102	7/17/2018 - 7/16/2019

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

7100	11/30/2018 - 11/29/2019
7200	11/30/2019 - 11/29/2020
7202	7/17/2019 - 7/16/2020
7300	11/30/2020 - 11/29/2021
7302	7/17/2020 - 7/16/2021

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 25 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

7400	11/30/2021 - 11/29/2022
7402	7/17/2021 - 7/17/2022
9100	11/30/2018 - 11/29/2019
9200	11/30/2019 - 11/29/2020
9202	7/17/2019 - 7/16/2020
9300	11/30/2020 - 11/29/2021
9302	7/17/2020 - 7/16/2021
9400	11/30/2021 - 11/29/2022
9402	7/17/2021 - 7/16/2022

Services to be performed hereunder will be provided at (to be filled in at time of award)

**HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY
PROCUREMENTS (NAVSEA)**

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. **Note that not all data deliverables will be specified on CDRL DD Form 1423 Inspection and Acceptance, some data will be specified at the Technical Instruction level.*

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 26 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SECTION G DESCRIPTION CHART					
ACRN	SLIN	Associated Tasking Description	FUNDING TYPE	Funding Exp Date	OWLD (If Applicable)
EE	710249	Engineering and Program Management for Diesel Maintenance Strategy (DMS) for LPD 17	FY19 O&MN - OCF	9/30/2020	N/A
EF	710250	LPD 17 Class Flight 1 and Flight II (formerly the LX(R) program) Systems Engineering - Detailed Design and Construction, System Trade Studies, and affordability efforts.	FY 19 RDT&E	9/30/2020	N/A
EH	710251	LPD 17 Class Flight 1 and Flight II (formerly the LX(R) program) Systems Engineering - Detailed Design and Construction, System Trade Studies, and affordability efforts.	FY12 SCN	7/31/2019	7/31/2019
EK	710252	Performance-Based Specifications and Other Technical Standards-Preparation and Maintenance Process Support for Amphibious and Auxiliary Ships.	FY19 O&MN	9/30/2019	N/A
EL	710253	Ship-to-Shore Connector (SSC) DD&C	FY18 RDT&E	9/30/2019	N/A
EG	910250	Other Direct Costs in Support of Labor SLIN 710250	FY 19 RDT&E	9/30/2020	N/A
EJ	910251	Other Direct Costs in Support of Labor SLIN 710251	FY12 SCN	7/31/2019	7/31/2019

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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

Contracting Officer Representative

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 27 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR)

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

TYPE OF ORDER

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

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 crypted 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 28 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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.

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), 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.

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 29 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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 System for Award Management

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 (Cost Reimbursable, T&M , LH, or FPI)

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

Not Applicable

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00024

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 30 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Admin DoDAAC	S2101A
Inspect By DoDAAC	N/A
Ship To Code	See Section F
Ship From Code	See Section F
Mark For Code	See Section F
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA471
Other DoDAAC(s)	N/A

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

(5) *WAWF email notifications.* The Contractor shall enter 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:

NAVSEA HQ WAWF Helpdesk: WAWFHQ@navy.mil OR Your local contracting office WAWF POC/Group Administrator (GAM)

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

DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 31 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(4) "Receiving report" means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

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

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

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

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

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

DFARS 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

Accounting Data

SLINID	PR Number	Amount
700201	130065363800001	100000.00
LLA :		
AB 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004066748		
700202	130065363800002	274490.88
LLA :		
AC 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004066748		
700203	130065363800004	312831.00
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4030	N0002417F3005	P00016	32 of 59	

AD 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004066748	
700204 130065363800008	5000.00
LLA :	
AE 1771804 8B5B 251 S3251 0 050120 2D 000000 A70004066748	
700205 130065363800006	360000.00
LLA :	
AF 1771804 8C6C 251 SH377 0 050120 2D 000000 A60004066748	
700208 130065364000001	265487.00
LLA :	
AJ 1721611 1388 251 SH377 0 050120 2D 000000 A00004066811	
700209 130065364000003	55000.00
LLA :	
AK 1771611 1388 251 SH377 0 050120 2D 000000 A40004066811	
700210 130065364000004	120000.00
LLA :	
AL 1721611 1388 251 SH377 0 050120 2D 000000 A30004066811	
700211 130065364000006	110000.00
LLA :	
AM 1771611 1388 251 SH377 0 050120 2D 000000 A00004066811	
700212 130065364000008	95545.00
LLA :	
AN 1721611 1388 251 SH377 0 050120 2D 000000	
700213 130065364000009	23846.00
LLA :	
AP 1721611 1388 251 SH377 0 050120 2D 000000	
700214 130065364000010	23846.00
LLA :	
AQ 1771611 1388 251 SH377 0 050120 2D 000000 B20004066811	
700215 130065364000012	465710.00
LLA :	
AS 1771611 1594 251 SH325 0 050120 2D 000000 B00004066811	
700216 130065375100001	200000.00
LLA :	
AT 1771319 14RM 251 SH385 0 050120 2D 000000 A00004066812	
700217 130065370700001	29695.87
LLA :	
AU 2172040 A5X DL654 8 04L43F PF D25500 011040622A00 3181665 021001	
700218 130065370700002	25006.96
LLA :	
AV 2152035 A5X DLML5 3 25AFPF D2 51A001 1039680A0022 280415 021001	
700219 130065370700003	257756.84
LLA :	
AW 2162035 A5X DLR12 0 15AFPF D2 51A001 1039738A0026 121545 021001	
700220 130065370700005	27675.32
LLA :	
AX 1771804 70BB 251 57020 0 060957 2D XS0044 P00057MU008Q	
700221 130065370700007	1727000.00
LLA :	
AY 1771804 60BA 257 50054 068732 2D CB0002 500547D1549P	
700222 130065370700009	300000.00
LLA :	
AZ 1771804 70BD 257 53824 R 060957 2D CK7133 538247VUK01Q	
700223 130065370700010	50000.00
LLA :	
BA 1771804 8RZ3 251 S3251 0 050120 2D 000000 A00004066718	
900201 130065363800003	12500.00
LLA :	
AC 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004066748	
900202 130065363800005	40000.00
LLA :	
AD 1771804 8B5B 251 S3251 0 050120 2D 000000 A00004066748	
900203 130065363800009	105000.00
LLA :	
AE 1771804 8B5B 251 S3251 0 050120 2D 000000 A70004066748	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4030	N0002417F3005	P00016	33 of 59	

900204	130065363800007	15000.00
LLA :		
AF 1771804 8C6C 251 SH377 0 050120 2D 000000 A60004066748		
900205	130065364000002	9555.00
LLA :		
AJ 1721611 1388 251 SH377 0 050120 2D 000000 A00004066811		
900206	130065364000005	600.00
LLA :		
AL 1721611 1388 251 SH377 0 050120 2D 000000 A30004066811		
900207	130065364000007	3000.00
LLA :		
AM 1771611 1388 251 SH377 0 050120 2D 000000 A00004066811		
900208	130065364000011	100000.00
LLA :		
AR 1761611 1591 251 SH325 0 050120 2D 000000 B10004066811		
900209	130065364000013	12000.00
LLA :		
AS 1771611 1594 251 SH325 0 050120 2D 000000 B00004066811		
900210	130065370700004	10500.00
LLA :		
AW 2162035 A5X DLR12 0 15AFFF D2 51A001 1039738A0026 121545 021001		
900211	130065370700006	6000.00
LLA :		
AX 1771804 70BB 251 57020 0 060957 2D XS0044 P00057MU008Q		
900212	130065370700008	73000.00
LLA :		
AY 1771804 60BA 257 50054 068732 2D CB0002 500547D1549P		
BASE Funding 5216045.87		
Cumulative Funding 5216045.87		
MOD P00001		
700212	130065364000008	(95545.00)
LLA :		
AN 1721611 1388 251 SH377 0 050120 2D 000000		
700213	130065364000009	(23846.00)
LLA :		
AP 1721611 1388 251 SH377 0 050120 2D 000000		
700224	130065363900001	320000.00
LLA :		
BB 1771319 15TA 251 SH325 0 050120 2D 000000 A00004066810		
700225	130065363900003	679643.00
LLA :		
BC 1771319 14SC 251 SH377 0 050120 2D 000000 A10004066810		
700227	130066493100001	409000.00
LLA :		
BE 1721611 1317 251 SH317 0 050120 2D 000000 A00004136986		
700228	130066493200001	175000.00
LLA :		
BF 1741611 1391 251 SH385 0 050120 2D 000000 A00004136988		
700229	130066493200002	150000.00
LLA :		
BG 1721611 1390 251 SH385 0 050120 2D 000000 A30004136988		
700230	130066493200003	682000.00
LLA :		
BH 1771611 1594 251 SH325 0 050120 2D 000000 A20004136988		
700231	130066488900001	490604.00
LLA :		
BJ 97X4930 ND2A 251 00033 0 000033 2F 125003 010200025111		
700232	130067022100001	1410035.00
LLA :		
BK 1771804 8RZ3 251 V5D00 0 050120 2D 000000 A00004173469		
700233	130066800300001	219000.00
LLA :		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 34 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

BL 97-11X8242 PPS4 251 V1C00 0 050120 2D 000000 A00004157776

700234 130066760200001 873900.00
LLA :
BM 1771804 70BD 257 53824 R 060957 2D CK7133 538247VUK01Q

700235 130067025200001 179425.00
LLA :
BN 1771804 8U5N 251 V5P00 0 050120 2D 000000 A00004174334

700236 130066825200001 95545.00
LLA :
BP 1721611 1388 251 SH377 0 050120 2D 000000 A00004159506

700237 130066825200002 23846.00
LLA :
BQ 1721611 1388 251 SH377 0 050120 2D 000000 A00004159506

900224 130065363900002 8000.00
LLA :
BB 1771319 15TA 251 SH325 0 050120 2D 000000 A00004066810

900225 130065363900005 33500.00
LLA :
BC 1771319 14SC 251 SH377 0 050120 2D 000000 A10004066810

900227 130066493100002 8000.00
LLA :
BE 1721611 1317 251 SH317 0 050120 2D 000000 A10004136986

900231 130066488900002 9396.00
LLA :
BJ 97X4930 ND2A 251 00033 0 000033 2F 125003 010200025111

900232 130067022100002 150040.00
LLA :
BK 1771804 8RZ3 251 V5D00 0 050120 2D 000000 A00004173469

900234 130066760200002 97100.00
LLA :
BM 1771804 70BD 257 53824 R 060957 2D CK7133 538247VUK01Q

900235 130067025200002 30575.00
LLA :
BN 1771804 8U5N 251 V5P00 0 050120 2D 000000 A00004174334

MOD P00001 Funding 5925218.00
Cumulative Funding 11141263.87

MOD P00002

700238 130067475500001 670000.00
LLA :
BR 1771804 8B4B 251 V5Z00 0 050120 2D 000000 A00004209160

900238 130067475500002 80000.00
LLA :
BR 1771804 8B4B 251 V5Z00 0 050120 2D 000000 A00004209160

MOD P00002 Funding 750000.00
Cumulative Funding 11891263.87

MOD P00003

700239 130066480000001 700000.00
LLA :
BS 1771319 14LX 251 SH317 0 050120 2D 000000 A00004136894

700240 130068375000001 700000.00
LLA :
BT 1721611 1317 251 SH317 0 050120 2D 000000 A00004295184

900239 130066480000002 287000.00
LLA :
BS 1771319 14LX 251 SH317 0 050120 2D 000000 A10004136894

MOD P00003 Funding 1687000.00
Cumulative Funding 13578263.87

MOD P00004

700241 130068775200001 102000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 35 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

LLA :
BU 1781611 1589 251 SH377 0 050120 2D 000000 A00004330022

700242 130068775200002 234600.00
LLA :
BV 1781611 1589 251 SH377 0 050120 2D 000000 A10004330022

700243 130069401600001 730000.00
LLA :
BW 1771319 14LX 251 SH317 0 050120 2D 000000 A00004376607

900242 130068775200003 15400.00
LLA :
BV 1781611 1589 251 SH377 0 050120 2D 000000 A10004330022

900243 130069401600002 170000.00
LLA :
BW 1771319 14LX 251 SH317 0 050120 2D 000000 A10004376607

MOD P00004 Funding 1252000.00
Cumulative Funding 14830263.87

MOD P00005

700208 130065364000014 555019.00
LLA :
AJ 1721611 1388 251 SH377 0 050120 2D 000000 A00004066811

700209 130065364000019 629675.00
LLA :
AK 1771611 1388 251 SH377 0 050120 2D 000000 A40004066811

700210 130065364000018 581875.00
LLA :
AL 1721611 1388 251 SH377 0 050120 2D 000000 A30004066811

700211 130065364000023 587100.00
LLA :
AM 1771611 1388 251 SH377 0 050120 2D 000000 A00004066811

700214 130065364000020 50159.00
LLA :
AQ 1771611 1388 251 SH377 0 050120 2D 000000 B20004066811

700216 130065375100002 155000.00
LLA :
AT 1771319 14RM 251 SH385 0 050120 2D 000000 A00004066812

700230 130066493200003 (682000.00)
LLA :
BH 1771611 1594 251 SH325 0 050120 2D 000000 A20004136988

700236 130066825200003 223879.00
LLA :
BP 1721611 1388 251 SH377 0 050120 2D 000000 A00004159506

700247 130070492800001 951220.00
LLA :
CC 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004459582

900205 130065364000015 27635.00
LLA :
AJ 1721611 1388 251 SH377 0 050120 2D 000000 A00004066811

900206 130065364000016 1000.00
LLA :
AL 1721611 1388 251 SH377 0 050120 2D 000000 A30004066811

900207 130065364000021 600.00
LLA :
AM 1771611 1388 251 SH377 0 050120 2D 000000 A00004066811

900244 130069989900001 39604.00
LLA :
CA 97X4930 ND2A 251 32205 0 000033 2F 119308 010200025111

900245 130065364000022 28097.00
LLA :
AK 1771611 1388 251 SH377 0 050120 2D 000000 A40004066811

900246 130065375100003 20000.00
LLA :
CB 1771319 14RM 251 SH385 0 050120 2D 000000 A10004066812

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4030	N0002417F3005	P00016	36 of 59	

900247 130070492800002 3780.00
 LLA :
 CC 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004459582

MOD P00005 Funding 3172643.00
 Cumulative Funding 18002906.87

MOD P00006

700240 130068375000002 235000.00
 LLA :
 BT 1721611 1317 251 SH317 0 050120 2D 000000 A00004295184

700242 130068775200004 170000.00
 LLA :
 BV 1781611 1589 251 SH377 0 050120 2D 000000 A10004330022

700248 130071068500001 200000.00
 LLA :
 CD 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

700249 130071068500003 278310.00
 LLA :
 CE 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

700250 130071068500005 200000.00
 LLA :
 CF 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

900248 130071068500002 37300.00
 LLA :
 CD 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

900249 130071068500004 10500.00
 LLA :
 CE 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

900250 130071068500006 1000.00
 LLA :
 CF 97X4930 ND2A 252 00033 0 000033 2F 118868 08000002523B

MOD P00006 Funding 1132110.00
 Cumulative Funding 19135016.87

MOD P00007

700232 130067022100001 (123491.06)
 LLA :
 BK 1771804 8RZ3 251 V5D00 0 050120 2D 000000 A00004173469

900232 130067022100002 (80657.00)
 LLA :
 BK 1771804 8RZ3 251 V5D00 0 050120 2D 000000 A00004173469

MOD P00007 Funding -204148.06
 Cumulative Funding 18930868.81

MOD P00008

710202 130072391500001 3276379.00
 LLA :
 CH 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004585213

710208 130072397400005 477100.00
 LLA :
 CN 1721611 1388 251 SH377 0 050120 2D 000000 A20004585744

710209 130072397400006 40170.00
 LLA :
 CP 1721611 1388 251 SH377 0 050120 2D 000000 A70004585744

710210 130072397400007 455635.00
 LLA :
 CQ 1721611 1388 251 SH377 0 050120 2D 000000 A60004585744

710211 130072397400001 526292.00
 LLA :
 CR 1761611 1391 251 SH385 0 050120 2D 000000 A00004585744

710212 130072397400003 952000.00
 LLA :
 CS 1761611 1391 251 SH385 0 050120 2D 000000 A10004585744

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 37 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

710215 130072397400009 202000.00
 LLA :
 CV 1781611 1589 251 SH377 0 050120 2D 000000 A80004585744

710218 130072703500001 18750.00
 LLA :
 CY 1721611 1317 251 SH317 0 050120 2D 000000 A00004604741

710219 130072654300001 725000.00
 LLA :
 CZ 97X4930 ND2A 252 32205 0 000033 2F 123138 010200025237

910202 130072391500002 19081.00
 LLA :
 CH 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004585213

910210 130072397400008 7700.00
 LLA :
 CQ 1721611 1388 251 SH377 0 050120 2D 000000 A60004585744

910211 130072397400002 20000.00
 LLA :
 CR 1761611 1391 251 SH385 0 050120 2D 000000 A00004585744

910212 130072397400004 45000.00
 LLA :
 CS 1761611 1391 251 SH385 0 050120 2D 000000 A10004585744

910219 130072654300002 60000.00
 LLA :
 CZ 97X4930 ND2A 252 32205 0 000033 2F 123138 010200025237

MOD P00008 Funding 6825107.00
 Cumulative Funding 25755975.81

MOD P00009

710204 130072383900001 150000.00
 LLA :
 CJ 1781319 14RM 251 SH325 0 050120 2D 000000 A00004585344

710207 130072383900002 1350000.00
 LLA :
 CM 1781319 14RM 251 SH385 0 050120 2D 000000 A10004585344

710216 130072383900004 497079.00
 LLA :
 CW 1781319 14SC 251 SH377 0 050120 2D 000000 A20004585344

710217 130072383900006 56250.00
 LLA :
 CX 1781319 14LX 251 SH317 0 050120 2D 000000 A30004585344

710220 130072917300001 472180.00
 LLA :
 DA 1721611 1388 251 SH377 0 050120 2D 000000 A00004618340

710221 130072917300003 484875.00
 LLA :
 DB 1721611 1388 251 SH377 0 050120 2D 000000 A10004618340

710222 130072917300005 222521.00
 LLA :
 DC 1721611 1388 251 SH377 0 050120 2D 000000 A20004618340

910207 130072383900003 150000.00
 LLA :
 CM 1781319 14RM 251 SH385 0 050120 2D 000000 A10004585344

910216 130072383900005 25350.00
 LLA :
 CW 1781319 14SC 251 SH377 0 050120 2D 000000 A20004585344

910220 130072917300002 19704.00
 LLA :
 DA 1721611 1388 251 SH377 0 050120 2D 000000 A00004618340

910221 130072917300004 2000.00
 LLA :
 DB 1721611 1388 251 SH377 0 050120 2D 000000 A10004618340

MOD P00009 Funding 3429959.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 38 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

Cumulative Funding 29185934.81

MOD P00010

710203	130072998000001	123491.00
LLA :		
BK 1781804 8RZ3 251 V5D00 0 050120 2D 000000 A00004623339		
710205	130072397300001	485000.00
LLA :		
CK 1781804 60BA 257 00060 R 068732 2D C4MSCF 636778S1CP4Q		
710206	130072397300003	117500.00
LLA :		
CL 97X4930 ND2A 252 32205 0 000033 2F 119308 010200025235		
710223	130073483200001	125000.00
LLA :		
DD 1771319 17HD 251 SH377 0 050120 2D 000000 A00004653254		
910203	130072998000002	80657.00
LLA :		
BK 1781804 8RZ3 251 V5D00 0 050120 2D 000000 A00004623339		
910205	130072397300002	86000.00
LLA :		
CK 1781804 60BA 257 00060 R 068732 2D C4MSCF 636778S1CP4Q		
910206	130072397300004	7500.00
LLA :		
CL 97X4930 ND2A 252 32205 0 000033 2F 119308 010200025235		

MOD P00010 Funding 1025148.00
Cumulative Funding 30211082.81

MOD P00011

710202	130072391500003	535325.00
LLA :		
CH 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004585213		
710218	130072703500002	131250.00
LLA :		
CY 1721611 1317 251 SH317 0 050120 2D 000000 A00004604741		
710224	130073938400001	880103.00
LLA :		
DE 1781804 8RZ3 251 V5000 0 050120 2D 000000 A00004680956		
710225	130073938400002	850000.00
LLA :		
DF 1781804 8RZ3 251 V5000 0 050120 2D 000000 A10004680956		
710226	130074103400001	25000.00
LLA :		
DG 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004692800		
710227	130074394300001	467500.00
LLA :		
DH 1781804 70BD 257 53824 R 060957 2D CK8520 538248VUK01D		
710228	130074394300003	383631.00
LLA :		
DJ 1781804 60BA 257 00060 R 068732 2D C4MSCF 636778S1CP4Q		
710229	130074403300001	139811.00
LLA :		
CT 1781804 8B5B 251 V5Z00 0 050120 2D 000000 A00004713134		
710230	130074403300002	428558.00
LLA :		
CU 1781804 8U2N 251 V5Z00 0 050120 2D 000000 A10004713134		
710231	130074576400001	168400.00
LLA :		
DK 1781611 8560 251 SH385 0 050120 2D 000000 A00004728031		
710232	130074439500001	40750.00
LLA :		
DL 1781319 14LX 251 SH317 0 050120 2D 000000 A00004716360		
710233	130074678200001	245566.00
LLA :		
DM 1781804 8RZ3 251 V5000 0 050120 2D 000000 A00004736528		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 39 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

710234	130074474700001	198000.00
LLA :		
DN 1781804 8B5B 251 VUS00 0 050120 2D 000000 A00004719735		
710235	130074501900001	48944.00
LLA :		
DP 1771319 14SC 251 SH377 0 050120 2D 000000 A00004721558		
710236	130074501900002	191056.00
LLA :		
DQ 1771319 14SC 251 SH377 0 050120 2D 000000 A10004721558		
710237	130074501900003	240000.00
LLA :		
DR 1781319 14SC 251 SH377 0 050120 2D 000000 A20004721558		
910202	130072391500004	1675.00
LLA :		
CH 1781804 8U2N 251 V5S00 0 050120 2D 000000 A00004585213		
910225	130073938400003	50000.00
LLA :		
DF 1781804 8RZ3 251 V5000 0 050120 2D 000000 A10004680956		
910227	130074394300002	82500.00
LLA :		
DH 1781804 70BD 257 53824 R 060957 2D CK8520 538248VUK01D		
910228	130074394300004	86369.00
LLA :		
DJ 1781804 60BA 257 00060 R 068732 2D C4MSCF 636778S1CP4Q		
910230	130074403300003	81631.00
LLA :		
CU 1781804 8U2N 251 V5Z00 0 050120 2D 000000 A10004713134		
910231	130074576400002	30000.00
LLA :		
DK 1781611 8560 251 SH385 0 050120 2D 000000 A00004728031		
910233	130074678200002	20027.00
LLA :		
DM 1781804 8RZ3 251 V5000 0 050120 2D 000000 A00004736528		
910234	130074474700002	2000.00
LLA :		
DN 1781804 8B5B 251 VUS00 0 050120 2D 000000 A00004719735		
910237	130074501900004	20000.00
LLA :		
DR 1781319 14SC 251 SH377 0 050120 2D 000000 A20004721558		
MOD P00011 Funding 5348096.00		
Cumulative Funding 35559178.81		
MOD P00012 Funding 0.00		
Cumulative Funding 35559178.81		
MOD P00013		
710238	130075243500001	350000.00
LLA :		
DT 1721611 1317 251 SH317 0 050120 2D 000000 A00004795935		
710239	130075718100001	962766.00
LLA :		
DU 1721611 1388 251 SH377 0 050120 2D 000000 A00004827225		
710240	130075718100003	572368.00
LLA :		
DV 1721611 1388 251 SH377 0 050120 2D 000000 A10004827225		
710241	130075718100005	57087.00
LLA :		
DW 1721611 1388 251 SH377 0 050120 2D 000000 A20004827225		
710242	130075984700001	156098.00
LLA :		
DX 1781319 84RT 251 V5H00 0 050120 2D 000000 A00004846445		
710243	130075984800001	1000000.00
LLA :		
DY 1791804 8B5B 251 VU021 0 050120 2D 000000 A00004846446		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4030	N0002417F3005	P00016	40 of 59	

910239 130075718100002 2000.00
 LLA :
 DU 1721611 1388 251 SH377 0 050120 2D 000000 A00004827225

910240 130075718100004 17099.00
 LLA :
 DV 1721611 1388 251 SH377 0 050120 2D 000000 A10004827225

910243 130075984800002 20000.00
 LLA :
 DY 1791804 8B5B 251 VU021 0 050120 2D 000000 A00004846446

MOD P00013 Funding 3137418.00
 Cumulative Funding 38696596.81

MOD P00014

710244 130076207700001 335750.00
 LLA :
 DZ 1791319 14RX 251 SH385 0 050120 2D 000000 A00004860181

710245 130076423800001 742181.00
 LLA :
 EA 1721611 1388 251 SH377 0 050120 2D 000000 A00004878591

710246 130076423800003 346713.00
 LLA :
 EB 1721611 1388 251 SH377 0 050120 2D 000000 A10004878591

710247 130076423800004 554250.00
 LLA :
 EC 1721611 1388 251 SH377 0 050120 2D 000000 A00004878591

710248 130076653400001 829781.00
 LLA :
 ED 1791804 8RZ3 251 V5000 0 050120 2D 000000 A00004896224

710249 130076423900001 150000.00
 LLA :
 EE 1791804 6B4B 257 A0060 056521 2D C4DMCF 636779S1CP4Q

910244 130076207700002 8250.00
 LLA :
 DZ 1791319 14RX 251 SH385 0 050120 2D 000000 A00004860181

910245 130076423800002 1600.00
 LLA :
 EA 1721611 1388 251 SH377 0 050120 2D 000000 A00004878591

910247 130076423800005 17000.00
 LLA :
 EC 1721611 1388 251 SH377 0 050120 2D 000000 A00004878591

910248 130076653400002 47000.00
 LLA :
 ED 1791804 8RZ3 251 V5000 0 050120 2D 000000 A00004896224

MOD P00014 Funding 3032525.00
 Cumulative Funding 41729121.81

MOD P00015

900205 130065364000015 (24690.00)
 LLA :
 AJ 1721611 1388 251 SH377 0 050120 2D 000000 A00004066811

900206 130065364000016 (1600.00)
 LLA :
 AL 1721611 1388 251 SH377 0 050120 2D 000000 A30004066811

MOD P00015 Funding -26290.00
 Cumulative Funding 41702831.81

MOD P00016

710249 130076423900002 376000.00
 LLA :
 EE 1791804 6B4B 257 A0060 056521 2D C4DMCF 636779S1CP4Q

710250 130077071500001 413223.00
 LLA :

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 41 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

EF 1791319 14LX 251 SH317 0 050120 2D 000000 A00004927471

710251 130077161000001 398946.00

LLA :

EH 1721611 1317 251 SH317 0 050120 2D 000000 A00004936138

710252 130077182100001 1013000.00

LLA :

EK 1791804 8U2N 251 V5S00 0 050120 2D 000000 A00004936139

710253 130077071500003 410000.00

LLA :

EL 1781319 14SC 251 SH377 0 050120 2D 000000 A20004927471

910250 130077071500002 36777.00

LLA :

EG 1791319 14LX 251 SH317 0 050120 2D 000000 A10004927471

910251 130077161000002 35635.00

LLA :

EJ 1721611 1317 251 SH317 0 050120 2D 000000 A10004936138

MOD P00016 Funding 2683581.00

Cumulative Funding 44386412.81

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 42 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 43 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 44 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 45 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

NAVSEA 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.

NAVSEA 5252.227-9113: GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

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

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 47 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

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

FAR 52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

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

FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-10 -- REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

FAR 52.204-19 -- INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

FAR 52.209-10 -- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

FAR 52.215-23 -- LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)

FAR 52-216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)

FAR 52.216-11 -- COST CONTRACT--NO FEE (APR 1984)

FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

FAR 52.222-17 -- NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

FAR 52.222-38 -- Compliance with Veterans' Employment Reporting Requirements (FEB 2016)

FAR 52.222-50 -- COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 48 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)

FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.237-10 -- IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)

FAR 52.244-2 -- SUBCONTRACTS (OCT 2010)

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2016)

252.203-7002 -- REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

252.204-7000 -- DISCLOSURE OF INFORMATION (OCT 2016)

252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

252.204-7008 -- COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

252.204-7009 -- LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

252.204-7012 -- SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

252.209-7004 -- SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015)

252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.223-7006 -- PROHIBITION OF STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS --BASIC (SEP 2014)

252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)

252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)

252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (FEB 2014)

252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 49 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

252.227-7028 -- TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

252.244-7000 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

252.244-7001 – CONTRACTOR PURCHASING SYSTEM ADMINISTRATION – BASIC (MAY 2014)

PROVISIONS INCORPORATED IN FULL TEXT

FAR 52.216-10 INCENTIVE FEE (JUN 2011)

(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) below.

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

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

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

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

(e) Fee payable.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 50 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(1) The fee payable under this contract shall be the target fee increased by 50 cents for every dollar that the total allowable cost is less than the target cost or decreased by 50 cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than eight (8%) percent or less than one (1%) percent of the target cost.

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

(i) Payments made under assignments; or

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

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

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

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

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

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

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

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

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 51 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (APR 2015)**

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

Note: The Government has the right within the time constraints stated below to fully exercise each of the below option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

<u>ITEMS</u>	<u>LATEST OPTION EXERCISE DATE</u>
7102	No later than 12 months after the Task Order Award date
7202	No later than 24 months after the Task Order Award date
7302	No later than 36 months after the Task Order Award date
7402	No later than 48 months after the Task Order Award date
9102	No later than 12 months after the Task Order Award date
9202	No later than 24 months after the Task Order Award date
9302	No later than 36 months after the Task Order Award date
9402	No later than 48 months after the Task Order Award date

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (j) of the requirement of this contract entitled "LEVEL OF EFFORT – ALTERNATE 1", (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 52 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

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.

FAR 52.244-2 Subcontracts (Oct 2010) Alternate I (JUN 2007)

(a) Definitions. As used in this clause—

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

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

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 53 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(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:

Note: Regarding 52.244-2 -- SUBCONTRACTS (OCT 2010- 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.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 54 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (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 system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 55 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

- (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: * *Denotes subcontractor added after Task Order Award*
- DFARS 252.209-7991 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2016 APPROPRIATIONS (DEVIATION 2016-O0002) (OCT 2015)**
- (a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in sections 744 and 745 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 56 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 57 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Name of Person

Software to be Furnished Asserting

With Restrictions * Basis for Assertion ** Asserted Rights Category *** Restrictions ****

(LIST) ***** (LIST) (LIST) (LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 58 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N0002417F3005	AMENDMENT/MODIFICATION NO. P00016	PAGE 59 of 59	FINAL
----------------------------------	-------------------------------------	--------------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 12 Amphibs Aux DD254

Attachment 13 SEA 05 Org

Attachment 16 Ship Design Eng and Integration (AmphibsAux) SOW

Attachment 5 QASP

Exhibit A CDRLs