

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4147				2. DELIVERY ORDER NO. HR08		3. EFFECTIVE DATE 2010 Sep 30		4. PURCH REQUEST NO. N0017892434039		5. PRIORITY DO-C9	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001			CODE N61331	7. ADMINISTERED BY DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666				CODE S5111A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR Technical Systems Integration, Inc. 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320			CODE 0WWV3	FACILITY 802337436		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
Technical Systems Integration, Inc.			Deborah Bosley Contracts Manager								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$199,074.42	
				BY: /s/Joan R Troutman				26. DIFFERENCES			
				09/30/2010							
				CONTRACTING/ORDERING OFFICER							
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE						g. E-MAIL ADDRESS	PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						FINAL			34. CHECK NUMBER		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					31. PAYMENT COMPLETE			35. BILL OF LADING NO.		
						PARTIAL					
						FULL					
37. RECEIVED AT			38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

N00178-04-D-4147 HR08 Base year is awarded in the amount of \$199,074.42.

The period of performance is from 30 September 2010 through 29 September 2011.

A. Incremental funding in the amount of \$100,000.00 obligated to SubClin 400001 for this task order.

In section B of the task order, informational line item 400001 is added as follows:

400001 ACRN: AA PR NUMBER: 02601420 \$ 100,000.00 Increase

B. In section G of the task order under ACCOUNTING AND APPROPRIATION DATA, ACRN AA is added as follows:

400001 ACRN: AA PR NUMBER: 02601420 \$ 100,000.00 Increase

LLA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1005101

C. As a result of the above, the total funded amount for CLIN 4000 is increased from \$0.00 by \$100,000.00 to \$100,000.00

	From	By	To
Funded Estimated Cost	\$ 0.00	\$93,896.71	\$93,896.71
<u>Funded Fixed Fee</u>	<u>\$ 0.00</u>	<u>\$ 6,103.29</u>	<u>\$ 6,103.29</u>
Funded Total	\$ 0.00	\$100,000.00	\$100,000.00

AUTHORITY 52.232-22 LIMITATION OF FUNDS

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of \$100,000.00, which includes a fixed fee of \$6,103.29, is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$100,000.00 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Base Year. (TBD)	2860.0	LH	\$164,479.27	\$10,691.15	\$175,170.42
400001	ACRN AA \$100,000 PR#02601420 (O&MN,N)					
4001	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 1. (TBD) Option	2860.0	LH	\$169,417.24	\$11,012.12	\$180,429.36
4002	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Year 2. (TBD) Option	2860.0	LH	\$174,488.41	\$11,341.75	\$185,830.16
4003	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in	2860.0	LH	\$179,724.46	\$11,682.09	\$191,406.55

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Section J. Award
Year 3. (TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other Direct Cost (ODC) in support of CLIN 4000. Base Year. (TBD)		1.0 Lot	\$23,904.00
6001	Other Direct Cost (ODC) in support of CLIN 4001. Award Year 1. (TBD) Option		1.0 Lot	\$24,740.64
6002	Other Direct Cost (ODC) in support of CLIN 4002. Award Year 2. (TBD) Option		1.0 Lot	\$25,605.96
6003	Other Direct Cost (ODC) in support of CLIN 4003. Award Year 3. (TBD) Option		1.0 Lot	\$26,501.17

For Cost Type Items:

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

7000	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Year 4. (TBD) Option	2860.0	LH	\$185,129.58	\$12,033.42	\$197,163.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

9000	Other Direct Cost (ODC) in support of CLIN 7000.		1.0 Lot	\$27,428.64

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Award Year 4.
(TBD)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR AMCM WAREHOUSES AND AQS-24 TEST, MAINTENANCE AND INVENTORY CONTROL, ACCOUNTABILITY, AND RELATED ACTIONS

15 October 2009

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) requires contractor support for the management, test, maintenance, and flight of the AN/AQS -24, Airborne Mine Neutralizer System assets located at NSWC PC and various locations in the fleet supported by NSWC PC. The contractor will provide inventory management support for a (22.5K ft²) storage area and support for Airborne Mine Countermeasures (AMCM) systems, equipment, and parts as described in the following paragraphs.

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

3.1 Inventory Management Support for AMCM Equipment (CDRL A001)

The contractor shall support the management/test/maintenance/flight of AMCM assets located at Naval Surface Warfare Center - Panama City Division (NSWC PC) and various locations in the fleet supported by NSWC PC. This will include traveling in support of AMCM Fleet exercises as well as reviewing and updating AMCM technical manuals.

3.2 Maintaining Interim Spare Parts (CDRL A002)

3.2.1 The contractor shall ensure that the packing and preservation of all components and parts received at the warehouse are in accordance with current military specifications. The contractor must be able to inspect and repack to military specifications.

3.2.2 The contractor shall be responsible for total inventory control and accountability for all AMCM parts maintained in the warehouse. Must conduct spot checks monthly and conduct a semi-annual inventory on the entire warehouse of components and parts to ensure accountability.

3.2.3 The contractor shall support all phases of inventory management, shipping, storage and handling. The contractor must be able to operate a forklift for shipping and receiving bulk parts and components, as well as loading and unloading trucks.

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3.2.4 The contractor shall support the DAAS process for receiving requisitions for shipping components and parts to fleet users within hours after receiving the request from NAVICP Mechanicsburg or other DLA activities.

3.2.5 The contractor shall perform minor disassembly and re-assembly of parts and components of the AMCM systems. The contractor must also have knowledge and capability to completely disassemble AMCM equipment including the AN/AQS- 24A, MK-104 Mod3, MK-103 Mod2, and MK-105 Mod4, and the MK-17 Mod1 Cutters in support of the technicians.

3.2.6 The contractor shall procure materials (i.e. boxes, packing tape, bubble wrap, wood screws, and paint) necessary to perform required receiving, shipping, storage and handling functions.

3.3 Pack and Preserve

The contractor shall pack and preserve all AMCM components to military specifications as required.

3.4 Minor Repair (CDRL A003)

The contractor shall provide technical support to the Government for the break down, repair, and reassembly of the hardware of all AMCM systems as required. The contractor shall test and repair AMCM hardware and software as required.

3.5 Technical Documentation

3.5.1 The contractor shall develop a draft copy of PMS495 OAMCM PPD to a 90% completion, develop a draft copy of the CHSCWL & CHSCWP OAMCM Warehouse Instructions, and develop a draft copy of the CHSCWL PUK Instructions. The contractor shall attend Maintenance Plan reviews at NSWC PC to validate data.

3.5.2 Technical documentation support will also consist of the informational review of applicable governing directives and instructions and liaison with the cognizant weapons activities and commands. The contractor shall attend all AMCM systems review, manpower, training meeting/reviews, QPR, Tech Pub, ILSMT and ISEA reviews. The contractor shall monitor all logistics elements to ensure that weapons system issues are identified and represented in accordance with the Rapid Deployment Concept (RDC) concept/program. The support may include physical site visit to land-based detachments, naval facilities and supporting U S Navy ships.

3.6 Travel

The annual travel estimate for the effort will require travel to Corpus Christi TX, Norfolk VA, and Pensacola FL . The number of trips may be varied as program requirements dictate, provided that the total estimated of \$15,000 is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer.

3.7 Monthly Status Report (CDRL A004)

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The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended.

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SECTION D PACKAGING AND MARKING

Shall be packaged and preserved in accordance with current military specifications as required.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama City as specified in the Quality Assurance Surveillance Plan (QASP), attachment J.6. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed at the Contractor facility, Naval Surface Warfare Center Panama City (NSWC PC) or travel location. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

The period of performance for the following award-terms are from date of award term extension through 12 months thereafter.

The periods of performance of the following items are as follows:

4000	9/30/2010 - 9/29/2011
6000	9/30/2010 - 9/29/2011

The periods of performance for the Award Term Items are as follows:

4001	9/30/2011 - 9/29/2012
4002	9/30/2012 - 9/29/2013
4003	9/30/2013 - 9/29/2014
6001	9/30/2011 - 9/29/2012
6002	9/30/2012 - 9/29/2013
6003	9/30/2013 - 9/29/2014
7000	9/30/2014 - 9/29/2015
9000	9/30/2014 - 9/29/2015

Services to be performed hereunder will be provided as stated per the Statement of Work. The initial task order will be in effect for 12 months from award. Up to 4 award term years may be executed for up to 12 months each, depending upon a performance evaluation of at least "Satisfactory" in accordance with the Quality Assurance Surveillance Plan (QASP), attachment J.6.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLIN are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTRACT

Procurement Contracting Officer

Joan R. Troutman, Code B31
110 Vernon Avenue
Panama City Beach, FL 32407-7001
joan.troutman@navy.mil
(850)235-5845

Contract Specialist

Elouise Bryant, Code B31
110 Vernon Avenue
Panama City Beach, FL 32407-7001
elouise.bryant@navy.mil
(850)234-4079

Task Order Manager

Byron Matthews, Code A92
110 Vernon Avenue
Panama City Beach, FL 32407-7001
byron.matthews@navy.mil
(850)235-5693

Defense Contract Management Agency (DCMA)

DCMA Hampton
2000 Enterprise Parkway, Suite 200
Hampton, Virginia 23666-1500
Code: S5111A

Defense Finance and Accounting Services (DFAS)

DFAS Columbus Center, South Entitlement Operations
P.O. Box 182264
Columbus OH 43218-2264

Code: HQ0338

INVOICING INSTRUCTIONS:

Invoices shall be submitted as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in Block 12 of this order using Wide Area Work Flow (WAWF). An email copy of all invoices must be provided to the Task Order Manager (TOM) and the Contract Specialist identified above.

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LPO DODAAC N61331

Inspection Location See Section E

Acceptance Location See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
BRYON.MATTHEWS@NAVY.MIL
ROGER.HAWKINS@NAVY.MIL
ELOUISE.BRYANT@NAVY.MIL

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or colette.hazard@navy.mil.

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EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at the facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allocability of time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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Accounting Data

SLINID	PR Number	Amount
400001	02601420	100000.00

LLA :

AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1005101

BASE Funding 100000.00

Cumulative Funding 100000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(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 14,300 man-hours, 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 labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor 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 (j) 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) 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 labor 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 labor hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of labor hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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

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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.

(i) 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 labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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CHANGES IN KEY PERSONNEL

(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) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions 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 thirty (30) days, or forty-five (45) 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;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) 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.

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

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(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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NAVSEA 5252.242-9115 TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

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AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria and Ratings are contained in the Quality Assurance Surveillance Plan (QASP), attachment J.6 in Section J. The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

b. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluation will also be conducted as described below.

c. Personnel. The Government evaluation team will be as specified in the QASP.

d. Interim Evaluation. An interim evaluation shall be conducted at the midpoint (i.e., six months) of the first evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the

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performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern. Additional interim evaluations may be conducted at the discretion of the Government.

e. End-of-Period Evaluations. End of Period evaluations shall be accomplished in the Contractor Performance Assessment Reporting System (CPARS). No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

f. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

g. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19 of the basic contract.

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GOVERNMENT FURNISHED INFORMATION (GFI)

GFI in the form of equipment schematics, drawings, assembly/disassembly instructions, documentation, and logistics documentation will be provided to the contractor throughout the contract period of performance. Disposition of GFI will be made at task order completion.

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REQUIREMENT SECURITY CLASSIFICATION

All work under this SOW is UNCLASSIFIED. The contractor requires neither access to, nor generation of any classified information under this task order.

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a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this order task shall carry the following Distribution Limitation Statement and Destruction Notice affixed on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A24, 110 VERNON AVENUE, PANAMA CITY, FL 32407-5000.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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RELEASE OF INFORMATION

All technical data provided to the contractor by the Government and/or by the contractor for the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the NSWC PCD Public Affairs Office. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

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PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or award term) during the order or sooner, if required, to correct less than satisfactory performance.

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CAPPED RATES

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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KICK-OFF MEETING

The Contractor shall coordinate with the Task Order Manager (TOM) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the task order

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DELIVERABLES

All data deliverables shall be submitted in accordance with the DD Form 1423, Attachment J.5.

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HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor

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or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT

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52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

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(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

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SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed subcontractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) T&M pricing arrangements require an accounting system rating of adequate as deemed by DCAA. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - Key Personnel Requirements

Attachment J.2- Level of Effort in Accordance with Section L Paragraph 4.5.4

Attachment J.3 - Cost Summary Report

Attachment J.4 - Supporting Cost Data

Attachment J.5 - CDRLS, DD Form 1423

Attachment J.6 - QASP

Attachment J.7 - Statement Of Work Acronyms