

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 04-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA BOSTON 495 SUMMER STREET BOSTON MA 02210-2138	CODE S2206A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Marine Systems Corporation 70 Fargo Street Boston MA 02210-2122		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-8018-HR01 10B. DATED (SEE ITEM 13) 12-Sep-2014
CAGE CODE 9K359	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.222-2, Payment for Overtime Premiums

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 (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 04-Dec-2014

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GENERAL INFORMATION

The purpose of this modification is to increase the allowable amount for payment cited in clause 52.222-2 from \$0.00 to \$1,105.34. This revision is a result of hours of requested overtime approved on 3 December 2014. See Section I for specifics.

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

The total value of the order is hereby increased from

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R706	(See Section B, Note A, D and E) BASE YEAR - Non-Personal Services Support for the Marine Corps EngineeringSystems in accordance with Section C., Performance Work Statement. (CPFF)Data deliverablesare applicable tothis CLIN and areNot Separately Priced (NSP). (Fund Type - TBD)					
700001	R706	Incremental funding in the amount of (PMC)					
700002	R706	Incremental funding in the amount of (PMC)					
7001	R706	(See Section B, Note A, B, D and E) OPTION YEAR 1 - Non-Personal Services Support for the Marine Corps EngineeringSystems in accordance with Section C., Performance Work Statement. (CPFF)Data deliverablesare applicable tothis CLIN and areNot Separately Priced (NSP). (Fund Type - TBD) Option					
7002	R706	(See Section B, Note A, B, D and E) OPTION YEAR 2 - Non-Personal Services Support for the Marine Corps EngineeringSystems in accordance with Section C., Performance Work Statement. (CPFF)Data deliverablesare applicable tothis CLIN and areNot Separately Priced (NSP). (Fund Type - TBD) Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R706	(See Section B Notes C and D) BASE YEAR - ODC in support of CLIN 7000. (COST ONLY) (Fund Type - TBD)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900001	R706	Incremental funding in the amount of			
900002	R706	Incremental funding in the amount of			
9001	R706	(See Section B Notes B, C and D)- OPTION YEAR 1 ODC in support of CLIN 7001. (COSTONLY) (Fund Type - TBD) Option			
9002	R706	(See Section B Notes B, C and D)OPTION YEAR 2 - ODC in support of CLIN 7002. (COSTONLY) (Fund Type - TBD) Option			

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (SEE FAR PART 16.306(d))

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to each successful Offeror. HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT-ALTERNATE 1) (NAVSEA) (MAY 2010) clause applies to these Items.

NOTE B: Option

CLIN which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. 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.

NOTE D: Contracts Crossing Fiscal Years

In accordance with DFARS 232.703-3, this Task Order includes severable services that begin in one fiscal year and end in the next fiscal year. When applicable, CLINs and SLINs that invoke 10 U.S.C. 2410(a) Authority shall include "2410(a) Authority is hereby invoked" in their respective Section B details.

NOTE E: Contract Data Deliverables (CDRLs)

CDRLs are Not Separately Priced (NSP) and shall be delivered as part of the performance of the CLIN. See Section J., DD Form 1423-1 attachments for specific information regarding delivery.

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

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

CLIN Period of Performance

Labor Hours Fixed Fee Per Labor Hour

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7000 Award through 12 months

7001 Exercise of Option through 12 months thereafter

7002 Exercise of Option through 12 months thereafter

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

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

FOR

MARINE CORPS ENGINEER SYSTEMS (MC ES) TECHNICAL AREA SUPPORT

1.0 SCOPE

Naval Surface Warfare Center Panama City Division (NSWC PCD) will function as a Technical Area Expert (TAE) and perform the following engineering roles in support of Marine Corps Engineer Systems (MC ES):

- Design Agent (DA)
- Acquisition Engineering Agent (AEA)
- In-Service Engineering Agent (ISEA)
- Software Support Activity (SSA)

Some examples of the MC ES systems are:

- Assault Breaching Vehicle
- Banshee/High Voltage Energy (HVE)
- Joint Assault Bridge
- Lightweight Route Clearance Blade
- Mine Detectors
- Mine Roller Family of Systems
- MK 154
- Spider
- Vehicle Mounted Mine Detector (VMMD)

The scope of this Performance Work Statement (PWS) is to provide applicable logistical support to NSWC PCD in support of the MC ES. This Task Order only provides support to meet MC ES demands until Marine Corps Systems Command (MARCORLOGCOM) and the Defense Logistics Agency (DLA), the designated logistical support activities, can provide sustainment support.

1.1 Acronyms

AEA	Acquisition Engineering Agent
AQL	Acceptable Quality Level
CAC	Common Access Card
CDRL	Contract Data Requirements List
COR	Contracting Officers Representative
CPARS	Contractor Performance Assessment Report System
CPI	Critical Program Information
CUI	Controlled Unclassified Information
DA	Design Agent
DLA	Defense Logistics Agency
DoD	Department of Defense
DoN	Department of the Navy
ECMRA	Enterprise-Wide Contractor Manpower Reporting Application
ECP	Engineering Change Proposal
FAR	Federal Acquisition Regulation
FIG	Field Installation Guide

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FMF	Fleet Marine Force
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FSO	Facility Security Officer
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
HVE	High Voltage Energy
ILS	Integrated Logistics Support
IOM	Installation and Operations Manual
ISEA	In-Service Engineering Agent
IT	InformationTechnology
LMPBPL	Lubrication Manual, Parts Breakdowns, and Parts List
MARCORLOGCOM	Marine Corps Logistics Command
MARCORSYSCOM	Marine Corps Systems Command
MC ES	Marine Corps Engineer Systems
MICAPS	Marine Interactive Computer Aided Provisioning System
NISPOM	National Industrial Security Program Operating Manual
NSWC PCD	Naval Surface Warfare Center, Panama City Division
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
RPSTL	Required Parts, Support, Test Equipment List
S&TE	System Test and Evaluation
SSA	Software Support Activity
T&M	Time and Materials
TA	Trusted Agent
TAE	Technical Area Expert
TASS	Trusted Associate Sponsorship System
TCN	Tracking Control Numbers
TLS	Transport Layer Security
TM	Technical Manuals
TSB	Technical Service Bulletin
USMC	U.S. Marine Corps
VMMD	Vehicle Mounted Mine Detector

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

2.1 Military Standards - Compliance with these standards is mandatory:

- (a) MIL-STD-129P with Change 4, Military Marking for Shipment and Storage dated 19 Sept 2007
- (b) MIL-STD-2073-1 with Change 1, Standard Practice for Military Packaging dated 07 Jan 2011

2.2 Military Specifications: None

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2.3 Other Documents – The following document is for guidance only:

- (a) ASTM-D3951-10, Standard Practice for Commercial Packaging dated 15 Aug 2010
- (b) Techamerica Standard GEIA-STD-0007-B dated 01 July 2013
- (c) Techamerica Standard GEIA-HB-0007-A dated 1 Mar 2010

(Copies of Techamerica Standard documents are available at www.geia.org)

(Copies of ASTM documents are available from www.astm.org or American Society for Testing and Materials International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

(Copies of Military Standards, Specifications, and Handbooks are available free of charge at the Defense Logistics Agency Document Service ASSIST Database at <https://assist.daps.dla.mil/online/start/>)

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist, two business days after award of the task order, to conduct a kick-off meeting. The kick-off meeting shall be conducted within ten business days after the task order award unless otherwise requested and approved by the Contracting Officer (CO).

The Contractor shall provide the personnel, materials and equipment to provide support to NSWC PCD in collecting and disseminating technical and logistical information and in providing various design and analysis. The Contractor shall document, maintain and deliver historical data provided or otherwise obtained during performance of this order. Efforts include the logistical and material support to facilitate Marine Corps expeditionary missions. The Contractor shall provide the required support utilizing a standard forty hour work week. Overtime shall be pre-approved by the Contracting Officer before being worked. The Contractor shall provide a level of effort of support to perform the following task areas:

3.1 Task Area #1 - Logistics Support

The Contractor shall, in accordance with GEIA-STD-0007-A, provide NSWC PCD with logistical resources that recommend and technically support Integrated Logistical Support (ILS) efforts such as notification of implications of introducing the MC ES systems into the procurement and supply systems. The Contractor shall develop and deliver initial draft logistical documents as per the contract data requirements list (CDRLs). The Contractor shall technically support NSWC PCD with updates to logistical documents and products as required. The Contractor shall collect and maintain the following raw data to facilitate comprehensive evaluation of systems performance and the researching of associated issues:

- (a) Configuration of parts to individual equipment;
- (b) Systems' various configurations;
- (c) Parts usage and cost history;
- (d) Equipment supported maintenance philosophy;
- (e) Vendor information;
- (f) Part specifications;
- (g) System test and evaluation (S&TE) information and
- (h) Outfitting searches or other data as requested by NSWC PCD

(CDRL A001)

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3.1.1 Required Parts, Support, Test Equipment List (RPSTL) Updates

Parts lists and illustrated parts breakdown drawings delineate the equipage required by the USMC for safety, damage control, required equipment, support equipment applicable to system operations, and tooling and testing equipment for operational and maintenance sustainability. Life cycle activities generate requirements for revising these documents. (e.g., changes in missions, upgrade in equipment, changes in maintenance philosophies, changes in vendors, etc.) The contractor shall:

- (a) Develop reports on suggested initial parts lay-in for new systems and engineering changes;
- (b) Redline parts lists and technical data; and
- (c) Develop Marine Interactive Computer Aided Provisioning System (MICAPS) revision files for submittal by NSWC PCD.

(CDRL A001)

3.1.2 Repair and Maintenance Analysis Support

The Contractor shall support NSWC PCD in the following areas:

- (a) Conduct desktop repair analysis and maintenance analysis in accordance with GEIA-STD-0007-A to determine proper repair and maintainability coding.
- (b) Collect Engineering Data for Provisioning.

(CDRL A002, A003 and A004)

3.1.3 Technical Manual Documentation

The Contractor shall technically support NSWC PCD with updates to Technical Manuals (TM) and documentation to include generation and recommendation for TM change pages. TM(s) include, but are not limited to, Technical Service Bulletins (TSBs), Field Installation Guides (FIGs), Installation and Operations Manuals (IOMs), Lubrication Manual, Parts Breakdowns, and Parts List (LMPBPL) to the NSWC PCD. These update tasks may include efforts such as:

- (a) Analysis of MC ES-unique operations and maintenance manuals for impacts resulting from engineering changes;
- (b) Development and submit redlines for NSWC PCD approval; and
- (c) Update manuals, as directed by the COR or Contracting Officer.

The Contractor shall maintain the appropriate Quality Assurance (QA)/Quality Control (QC) Manuals for MC ES products and provide updates to the COR as directed. The Contractor shall maintain the current As Built Lists and Assembly Procedure manuals, provide updates to these documents as required to maintain the systems and generate new documents if new systems and equipment are introduced. A list of all of these documents will be provided monthly to the COR. Source documents will be delivered on COR or Contracting Officer request via CMPro (web-based program) uploads.

The Contractor shall update all manuals to include upgrades to organizational level maintenance, changes in maintenance procedures, changes in QA and QC processes and changes in materiel configurations by vendors, changes emanating from approved engineering change proposals (ECPs) and changes directed by the Contracting Officer. Manuals shall be uploaded into CMPro and delivered to the COR in a modifiable electronic format (e.g., Microsoft Word, Excel, etc.).

(CDRL A001 and A005)

3.2 Task Area #2 - Material Support Services

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NSWC PCD is responsible for providing gap coverage for provisioning and requisitions of MC ES parts and assemblies for MC ES systems that are fielded. The Contractor shall provide material support services to NSWC PCD to include fulfilling Fleet Marine Force material requests, inventory, procurement, and shipping. The Contractor shall support NSWC PCD to ensure a smooth and seamless transition of material to the Marine Corps supply chain, as required.

Only items directly used for this order, for work within the scope, shall be purchased under the material line item. Material purchase above \$3,000 shall be approved by the Contracting Officer prior to purchase by the contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the contractor to determine the reasonableness of pricing. The request and supporting documentation shall be submitted, in writing (e-mail is preferred), to the COR for concurrence prior to being submitted to the Contracting Officer for approval. The COR shall review and provide approval for material purchases at and below \$3,000. Information Technology (IT) equipment, or services must be approved by the proper NSWC PCD approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(CDRL A006)

3.2.1 Fleet Marine Force (FMF) Material Requests

The Contractor shall technically support NSWC PCD by tracking all FMF material requests to support fielded systems from initiation, changes, packaging, shipping documentation, and actual shipping dates with Tracking Control Numbers (TCN). The Contractor shall maintain and make available to the COR, upon request, a cost and schedule plan for NSWC PCD to do stock age procurements to fill FMF material requests. The Contractor shall report the weekly status to the COR on outstanding material requests. Normal response time to a FMF material request is one business day. The objective is to ship all FMF material requests within one work week. Any FMF material requests that are identified as being on back order shall be annotated with the active solution and status reflected on the weekly report. **EXAMPLE:** A FMF material request is received for 50 Mine Roller System brackets; however, none are in stock. The weekly requisition report would indicate the NSWC PCD purchase process under the separate contract vehicle and include the schedule and planned delivery dates. The risk status for this material request would be identified as Red, Yellow or Green.

The Contractor shall update the appropriate database and will provide NSWC PCD Supply with changes to status and shipments from the Contractor for entry into a database.

Any expenditures and accounting of material usage shall be reported in the monthly status report. Labor costs for receiving, handling, fabrication, storage, packaging and shipping of material shall be captured for possible incorporation into the total cost of provisioning parts and assemblies and reported as part of the monthly status report. The Contractor shall report the status of the shipping of the FMF material requests.

(CDRL A007)

3.2.2 Inventory

Most of the components for the fielded MC ES equipment are disposed of rather than repaired; however some units are repaired; therefore support will consist of providing spares to operational units. The Contractor shall maintain the inventory for the MC ES systems, as required to include new, replacement, or substitute parts, tools and test equipment, support initial sparing requirements and shipping initial spares, maintain approved stock levels provided to Contractor as Government Furnished Material (GFM) to efficiently respond to these requirements. Historically an estimated 100 to 150 units have been inventoried at any given time during transitional shipping. The Contractor shall provide recommendations to the COR and CO on adjustments to the stock levels after analysis of usage data. A sample parts inventory is provided for reference in **Section J. as Attachment J.9.**

NSWC PCD may provide parts as Government Furnished Material (GFM) and will coordinate with the Contractor. The Contractor may be required to receive the parts from another Contractor; therefore all transfer paperwork shall be

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properly tracked on a DD Form 1149.

The Contractor shall be responsible for all services, materials, maintenance, repairs, protection, handling, and shipping of all systems, equipment and materials during performance. This applies to both Contractor acquired and Government Furnished Property (as detailed under paragraph 4.0 and subparagraphs). Forklifts and material handling equipment shall be utilized to load and unload systems and equipment onto transportation trucks during shipping. A minimum 8,000lb forklift is required. The Contractor shall ensure that the forklift operator possesses the qualifications and license required by Occupational Safety and Health Administration (OSHA), state laws and regulations. The Contractor shall conduct a semi-annual (every six months) physical inventory of all materiel for MC ES on hand (segregated by Government Furnished and Contractor acquired) and shall provide a reconciled inventory report to NSWC PCD. This report shall also identify quantities associated with individual delivery orders. This report shall include not only materiel associated with supply support and inventory, but also materiel including tools, tables, software and other materials transferred to the Contractor as Government Furnished Property (GFP).

(CDRL A008)

3.2.3 New, Replacement, or Substitute Items

The Contractor, under rare circumstances and as approved by the Contracting Officer, may be required to procure new, replacement, or substitute parts, tools and test equipment to support FMF material requests, maintain inventory, support initial sparing requirements and shipping initial sparing, and to maintain NSWC PCD approved stock levels to efficiently respond to these requirements. For newly defined requirements, the contractor may be required to procure and assemble commercial off-the-shelf hardware for Government test and evaluation.

All incoming material shall undergo a receipt inspection prior to being inducted into inventory and prior to integration. All outgoing material shall undergo Final QA/QC inspection to assure compliance with appropriate specifications before it is shipped. All nonconforming material shall be documented with a Material Discrepancy Report which will be resolved through a joint Government and Contractor Material Review Board and documented for a historical tracking perspective.

All procurement cost data shall be captured and incorporated into a database on a monthly basis and a listing of items in the database provided on a monthly basis. Delivery shall be in an editable format and either submitted to the COR directly or through the appropriate database with notification to the COR.

(CDRL A009)

3.2.4 Shipping

The Contractor shall package shipments in accordance with PWS paragraph 2.1(a), 2.1(b) and using 2.3(a) for guidance as appropriate, coordinate shipping with Government surface and air transportation offices, and initiate shipment of the parts. All shipping and tracking information shall be communicated to the COR as part of the weekly requisition status report so that the receiving units can be kept appraised of delivery status. All shipping cost data shall be captured and incorporated into the requisition database.

3.2.5 Safety Plan

The Contractor shall develop a worksite safety plan and submit for Government approval. The Contractor shall implement the approved worksite safety plan for the life of the task order for all work that involves material handling.

(CDRL A011)

3.3 Travel

The primary performance location is Panama City, FL. The Contractor shall, as required, travel as specified and approved by the Contracting Officer's Representative (COR) and Contracting Officer (CO). Travel expenses are limited by the Joint Travel Regulations. The contractor shall not exceed funded ODC cost without written

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authorization from the CO. Anticipated travel is listed below; however, additional travel may be required during the performance of this task order.

- (a) USMC Maintenance Center Albany, GA
- (b) Marine Corps Logistics Base Barstow, Barstow CA

3.4 Access to Government Facilities

The Government is not providing space onboard NSWC PCD for performance of this effort. Contractor personnel may require access to NSWC PCD, including general workspaces, during normal working hours (Mon-Fri 0800-1800) and possibly on weekends during periods of high productivity, always under government oversight. Access to some buildings is controlled by programmable proximity cards, which will be supplied by the government, if required. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the building facility manager within five days of award. Contractor personnel may also require access to USMC Maintenance Center Albany, Georgia and Marine Corps Logistics Base Barstow, Barstow CA.

3.5 Progress Reporting

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. Progress reporting elements include items such as:

- (a) Narrative summary of the work performed and results obtained
- (b) Anticipated activities for the following month
- (c) An explanation of deviations from the last month's projections
- (d) Current or projected problems and issues being worked by the contractor
- (e) Current or projected problems and issues requiring government attention
- (f) Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees

(CDRL A010)

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

Deliveries of Government Furnished Property (GFP), also defined as Government Furnished Equipment (GFE), as reflected in **Section J., Attachment J.8**, will be made to the Contractor's facility where it shall be received, inspected, inventoried and utilized for performance. Upon completion of this requirement, the contractor shall contact the Contracting Officer for disposition instructions. Contractor shall comply with FAR Clause 52.245-1.

4.1 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide Government Furnished Information (GFI) required for the tasking as required.

4.2 GOVERNMENT FURNISHED MATERIAL (GFM)

Deliveries of Government Furnished Material (GFM), if required, will be made to the Contractor's facility where it shall be received, inspected, inventoried, maintained or integrated and maintained prior to shipping. Inventory will be executed as outlined in paragraph 3.2.2.

5.0 SECURITY

Data generated under this Task Order shall be unclassified. The Contractor will not be required to possess or store classified material in support of the PWS, however; the Contractor may be required to access materials or attend meetings at Government facilities that may include materials or discussions up to the SECRET/NATO level. Provisions of **Section J., Attachment J.1 - DD Form 254** for this task order apply.

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The Contractor shall appoint a Facility Security Officer (FSO), who shall:

- (1) be responsible for all security aspects of the work performed under this Task Order;
- (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M); and
- (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, 110 Vernon Avenue, Panama City, Florida 32407-7001.

The FSO shall be responsible to ensure that all employees that require common access card (CAC) are processed in a timely manner. The COR will assign a Trusted Agent (TA) and sponsor to assist the Contractor FSO navigate the process to obtain CAC through the Trusted Associate Sponsorship System (TASS). See reference Section J., attachment TASS FAQ Applicant.pdf for additional information. Section J., attachment TASS Registration Request will be utilized by the Contractor after award for each employee that requires a CAC. Additional information on the process for Contractor requiring CAC can be found at: <http://www.cac.mil/common-access-card/getting-your-cac/for-contractors/>.

The Prime Contractor shall:

- (1) Forward copies of DD Form 254(s) provided to subcontractors to the Naval Surface Warfare Center Panama City Division (NSWC PCD), ATTN: Security.
- (2) Direct the subcontractor to obtain approval, through the prime contractor, for the public release of information received or generated by the sub through the prime contractor.
- (3) Submit the subcontractor's request for public release through the technical point of contact identified on the DD 254.

5.1 Security Requirements

The Contractor, Contractor employees, and subcontractors shall become familiar with and obey all applicable activity regulations, directives and instructions, including fire, traffic, safety and security regulations. All personnel employed on the activity shall keep within the limits of the worksite and avenues of ingress and egress and shall not enter any restricted areas unless required to do so and cleared for such entry. The Contractor shall comply with all federal, state, and local security statutes, regulations, and requirements. The Contractor shall become acquainted with and comply with all Government regulations as posted, or as requested by the Contracting Officer, when required to enter a Government site. The Contractor shall ensure that all security/entrance clearances are obtained. Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning the operations of the activity which could result in or increase the possibility of a breach of the activity's security or interrupt the continuity of its operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his control in connection with work under the contract, may subject the Contractor, his agents or employees, to criminal liability under 18 U.S.C., Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of the contract, the resolution of which may require the dissemination of official information, will be directed to the activity Commanding Officer. Deviations from, or violations of, any of the provisions of this paragraph will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

5.2 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to Department of the Navy (DON) controlled unclassified information (CUI) or "user level access to DON or Department of Defense (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" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central Adjudication Facility.

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5.3 Minimum Protection Requirements for Controlled Unclassified Information

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 webserver or transmitted over the Internet unless appropriately encrypted.

5.4 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

5.5 For Official use Only (FOUO)

FOUO is a document designation, not a classification. This designation is used by DoD and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the Freedom of Information Act (FOIA). This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012

5.6 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01) DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.

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- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services. Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, Critical Program Information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
- l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
- m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

5.7 Operations Security

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;

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- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, Subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all Contractor, Subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all Contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this Task Order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any

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degree of Government control that is inconsistent with a non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance;

or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

7.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The Contractor's performance will be evaluated by the Government in the areas listed below. The Task Order will be evaluated in accordance with FAR Part 42.15 following the policy and procedures of FAR Parts 42.1502 and 42.1503. The first evaluation will cover the period ending 12 months after date of Task Order award with successive evaluations being performed prior to the exercise of available options thereafter until the Contractor completes performance under all tasks. Each evaluation will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate the Contractor's performance.

Rating	Definition
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Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.gov> .

7.1 Performance Objectives, Standards and Acceptable Quality Levels

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and Acceptable Quality Levels that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in FAR 52.246-5, Inspection of Services – Cost Reimbursement, shall be utilized to remedy all deficiencies.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	Identify support impacts, perform analyses, develop documentation (includes CDRLs), and monitor and update all logistics related elements requiring revision.	Participate fully in ILS activities.	Deliver/complete 90% of documents /tasks within agreed upon schedule. No more than 2 review cycles to finalize data.
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	Provide program management and technical engineering expertise to support logistical planning.	Attend logistics meetings; prepare briefings; respond to ISEA queries.	Attendance at 90% of logistics meetings.
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	The contractor shall support the revision of logistics plans and provide inputs to program plans with information relevant to supportability issues.	Revise plans to support program sustainment, as required.	Deliver/complete 90% of documents /tasks within agreed upon schedule. No more than 2 review cycles to finalize data.
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	Conduct repair and maintenance analyses.	Conduct analysis one more level down as engineering changes occur.	Deliver/complete 90% of documents /tasks within agreed upon schedule. No more than 2 review cycles to finalize data.
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	Analyze all supportability requirements of MC ES systems as engineering changes occur.	Identify maintenance requirements, spares, support equipment, and manpower resources.	Deliver/complete 90% of documents /tasks within agreed upon schedule. No more than 2 review

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			cycles to finalize data.
PWS paragraph(s) 3.1, 3.1.1, 3.1.2, 3.1.3	Develop new or revise previous provisioning to include all relative MC ES parts and support items.	Incorporate all new and replaced parts provisioning data.	Deliver/complete 90% of documents /tasks within agreed upon schedule. No more than 2 review cycles to finalize data.

Work Area	Performance Objective	Performance Standard	Acceptable QualityLevel (AQL)
PWS paragraph(s) 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4	Prepare purchase requests/requisitions and supporting documentation. Requisition databases maintained. Submit weekly status reports.	Submit final purchase requests / requisitions for approval.	Purchase requests / requisitions are accurate and complete. Requisition databases are up to date and accurate 95% of time. Status reports are accurate and complete.
PWS paragraph(s) 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4	Maintain inventory. Conduct physical inventories.	Inventories conducted on schedule.	Inventory is accurately maintained and verified by physical inventories.
PWS paragraph(s) 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4	Parts, tools and test equipment procured to maintain inventory. Material items shipped to end users.	Correct material items are on hand to support deployed or training systems. Materials are shipped on time to support end user requirements.	Correct material items are on hand 95% of the time. Material items are shipped on time to support end users 95% of the time.
PWS paragraph(s) 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4	Material QA/QC inspections performed.	Identify nonconforming material items.	QA/QC inspections conducted are accurate and complete. 100% of nonconforming material items identified in Material Discrepancy Reports. Zero nonconforming material items shipped to end users.

8.0 SUBCONTRACTORS AND CONSULTANTS

(a) In addition to the information required by Federal Acquisition Regulation (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 and 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.

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- (1) A copy of the proposed Subcontractor's 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) The Contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a Subcontractor or consultant.
- (c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. 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 and controls to be employed by the prime Contractor to ensure that efficient performance methods are being employed.
- (b) If approved, the Contractor shall ensure that a revised subcontracting plan, if applicable, is submitted to the Contracting Officer for approval.

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

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

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

- 1) Name and Business address of the Contractor
- 2) Contract number
- 3) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor

Name of Individual Sponsor

Name of Requiring Activity

City and State

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

SECTION D - DISTRIBUTION LIMITATION STATEMENTS

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this contract shall carry the following distribution limitation statement. Word processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statement shall be in the detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY; ADMINISTRATIVE OR OPERATIONAL USE (DATE). OTHER U.S. REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E27, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE: FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM 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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SECTION E INSPECTION AND ACCEPTANCE

52.246-3 Inspection of Supplies - Cost Reimbursement (May 2001)

52.246-5 Inspection of Services - Cost Reimbursement (Apr 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	10/1/2014 - 9/30/2015
9000	10/1/2014 - 9/30/2015

CLIN - DELIVERIES OR PERFORMANCE

Services described in this task order may be performed at the Contractor's facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel locations specified in Section C., Performance Work Statement as specified by the COR. Location is dependent upon type of task being performed.

DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award. The order may continue for up to two additional years if the options are exercised.

The current period of performance is

BASE YEAR

7000 01 October 2014 -30 September 2015

9000 01 October 2014- 30 September 2015

The estimated periods of performance for the options, if exercised, are as follows:

OPTION 1

7001 01 October 2015 -30 September 2016

9001 01 October 2015 -30 September 2016

OPTION 2

7002 01 October 2016 -30 September 2017

9002 01 October 2016 -30 September 2017

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

52.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

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

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

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

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

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

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

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

See Section E – Inspection and Acceptance

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Office DoDAAC	HQ0337
Issue By DoDAAC	N61331
Admin DoDAAC	S2206A
Inspect By DoDAAC	N61331
Ship To Code	N61331 (invoice purposes only)
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	S2206A
Accept at Other DoDAAC	N61331
LPO DoDAAC	N61331
DCAA Auditor DoDAAC	HAA610
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.

roger.parry@navy.mil, otis.nattiel@navy.mil

(g) *WAWF point of contact.*

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

NSWC Panama City WAWF Point of Contact	NSWC_WAWF@navy.mil
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2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of Clause)

HQ G-2-2003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S REPRESENTATIVE
ATTENTION: **ROGER PARRY**

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

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of

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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.

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, all funding is identified/obligated at the subcontract line item (SLIN) level. SLINs are established sequentially by the SeaPort 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-CONTACT

Procurement Contracting Officer:

Contract Specialist

Contracting Officer Representative

Ombudsman

Defense Contract

Defense Finance and Accounting Services (DFAS)

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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 that 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 their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ 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 ____ ____ (Offeror to fill-in) 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 required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

(End of Text)

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NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>			
	\$	\$				
ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP

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

(c) CLINs/SLINs 7000 AND 9000 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following: (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work; (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

(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.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of

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this contract:

See Section J., Attachment J.3 - Government Furnished Property List

NOTE 1 (Applicable to Attachment J.4, Scheduled Government Furnished Property): All Scheduled Government Furnished Property will be annotated on this form after award of the order. Property will be transferred in accordance with DFAR 245.103-71.

NOTE 2 (Applicable to Attachment J.5, Requisitioned Government Furnished Property): All Requisitioned Government Furnished Property will be annotated on this form after award of the order.

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

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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SECTION I CONTRACT CLAUSES

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic multiple award contract apply to any Task Order resulting from this solicitation. Additionally, the clauses below are also included at the task order level.

CLAUSES INCORPORATED BY REFERENCE

52.204-2 SECURITY REQUIREMENTS
52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)
52.216-8 FIXED FEE (JUN 2011)
52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-3 PATENT INDEMNITY (APR 1984)
52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007)
52.227-13 PATENT RIGHTS - OWNERSHIP BY THE GOVERNMENT (DEC 2007)
52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.232-20 LIMITATION OF COST (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.245-1 GOVERNMENT FURNISHED PROPERTY (APR 2012)
252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (JUN 2013)
252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (JUN 2013)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days before the task order expires; provided that the Government give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed thirty six (36) months unless the "Option to Extend Services" is exercised in accordance with FAR 52.217-8.

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 \$1,105.34 or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of

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production equipment, or occasional production bottlenecks of a sporadic nature;

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

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

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

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

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

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

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

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

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage
01052 - Data Entry Operator	\$12.16
01020 - Administrative Assistant	\$17.10
30463 - Technical Writer	\$28.09
21130 - Shipping/Receiving	\$13.09

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor –

(1) Agrees not to –

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

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(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or Subcontractor's agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

252.227-7030 Technical Data--Withholding of Payment.

TECHNICAL DATA—WITHHOLDING OF PAYMENT (MAR 2000)

(a) If technical data specified to be delivered under this contract, is not delivered within the time specified by this contract or is deficient upon delivery (including having restrictive markings not identified in the list described in the clause at [252.227-7013](#)(e)(2) or [252.227-7018](#)(e)(2) of this contract), the Contracting Officer may until such data is accepted by the Government, withhold payment to the Contractor of ten percent (10%) of the total contract price or amount unless a lesser withholding is specified in the contract. Payments shall not be withheld nor any other action taken pursuant to this paragraph when the Contractor's failure to make timely delivery or to deliver such data without deficiencies arises out of causes beyond the control and without the fault or negligence of the Contractor.

(b) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A Contract Data Requirements List (CDRLs)

J.1 DD Form 254

J.2 Wage Determination 2005.3007

J.3 Government Furnished Property List

J.4 Requisitioned Government Furnished Property Form

J.5 Scheduled Government Furnished Property Form

J.6 COR Appointment Letter