

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
24

3. EFFECTIVE DATE  
17-Mar-2015

4. REQUISITION/PURCHASE REQ. NO.  
1300481380

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N61331

7. ADMINISTERED BY (If other than Item 6) CODE

S2206A

NSWC, PANAMA CITY  
110 Vernon Avenue  
Panama City FL 32407-7001

DCMA BOSTON  
495 SUMMER STREET  
BOSTON MA 02210-2138

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Marine Systems Corporation  
68 Fargo Street  
Boston MA 01945-2122

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4446-HR01

10B. DATED (SEE ITEM 13)

23-Nov-2011

CAGE CODE  
9K359

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
Unilateral / FAR 52.232.22 Limitation of Funds

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

17-Mar-2015

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

1. The purpose of this modification is to:

- a) Incorporate SLIN 400303 and fund in the amount of
- b) A conformed copy of this Task Order is attached to this modification for informational purposes only.

2. The period of performance for Award Term 3 is 24 November 2014 - 23 May 2015.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \_\_\_\_\_ by \_\_\_\_\_ to \_\_\_\_\_

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400303	O&MN,N			

The total value of the order is hereby increased from \_\_\_\_\_ by \_\_\_\_\_ to \_\_\_\_\_

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
4000	AD24	Provide services for Expeditionary Ships and Air Cushioned Vehicle Craft Support for all tasks in accordance with the Statement of Work contained in Section C, and Contract Data Requirements List (CDRL) contained in Section J. Base Year (Fund Type - TBD)					
400001	AD24	Incrementally funded PR# 13253601 (RDT&E)					
400002	AD24	Incrementally funded PR# 1300241703 ACRN: AB (RDT&E)					
400003	AD24	Incrementally funded PR# 1300264896 ACRN: AC (RDT&E)					
400004	AD24	Incrementally funded PR# 1300264898 ACRN: AD (RDT&E)					
400005	AD24	Incrementally funded PR# 1300272677 ACRN: AE (RDT&E)					
400006	AD24	Incrementally funded # 1300273091 ACRN: AF (RDT&E)					
400007	AD24	Incrementally funded PR# 1300296158 ACRN: AG (SCN)					
4001	AD24	Provide services for Expeditionary Ships and Air Cushioned Vehicle Craft Support for all tasks in accordance with the Statement of Work contained in Section C, and Contract Data Requirements List (CDRL) contained in Section J. Award Term 1. (O&MN,N)					
400101	AD24	Incrementally funded PR# 1300317780 ACRN: AH (O&MN,N)					
400102	AD24	Incrementally funded PR# 1300325933 ACRN: AK (SCN)					
400103	AD24	Incrementally funded PR# 1300339763 ACRN: AL (SCN)					
400104	AD24	Incrementally funded PR# 1300339762 ACRN: AM (SCN)					
400105	AD24	Incrementally funded PR# 1300351573 ACRN: AQ (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400106	AD24	Incrementally funded PR# 1300363076 ACRN: AR (O&MN,N)					
400107	AD24	Incrementally funded PR# 1300374354 ACRN: AS 2410(a) Authority is hereby invoked (O&MN,N)					
4002	AD24	Provide services for Expeditionary Ships and Air Cushioned Vehicle Craft Support for all tasks in accordance with the Statement of Work contained in Section C, and Contract Data Requirements List (CDRL) contained in Section J. Award Term 2. (Fund Type - TBD)					
400201	AD24	Incrementally funded PR# 1300388979 ACRN: AT (SCN)					
400202	AD24	Incrementally funded PR# 1300393881 ACRN: AU (O&MN,N)					
400203	AD24	Incrementally funded PR# 1300415275 ACRN: AV (SCN)					
400204	AD24	Incrementally funded PR# 1300433914 ACRN: AW (SCN)					
400205	AD24	Incrementally funded PR# 1300454856. ACRN: AX 2410(a) Authority is hereby invoked (PMC)					
4003	AD24	Provide services for Expeditionary Ships and Air Cushioned Vehicle Craft Support for all tasks in accordance with the Statement of Work contained in Section C, and Contract Data Requirements List (CDRL) contained in Section J. Award Term 2. (Fund Type - TBD)					
400301	AD24	Incrementally funded PR# 1300469261 ACRN: AY (OPN)					
400302	AD24	Incrementally funded PR# 1300469410 ACRN: AZ (SCN)					
400303	AD24	Incrementally funded PR# 1300481380 ACRN: BA. 2410(a) Authority is hereby invoked. (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD24	The contractor shall utilize the stated Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material, estimated at \$36,807 for this Base year CLIN 6000. The contractor shall apply	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Note C. (Fund Type - TBD)			
600001	AD24	Incrementally funded PR# 1300241703 ACRN: AC (Fund Type - OTHER)			
600002	AD24	Incrementally funded PR# 1300264898 ACRN: AD (Fund Type - OTHER)			
600003	AD24	Incrementally funded PR# 1300264896 ACRN: AE (Fund Type - OTHER)			
6001	AD24	The contractor shall utilize the stated Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material, estimated at \$41,882 for this first Award Term year CLIN 6001. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes B and C. (O&MN,N)	1.0	LO	
600101	AD24	Incrementally funded PR# 1300320311 ACRN: AJ (O&MN,N)			
600102	AD24	Incrementally funded PR# 1300339763 (SCN)			
600103	AD24	Incrementally funded PR# 1300339762 (SCN)			
6002	AD24	The contractor shall utilize the stated Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material, estimated at \$46,957 for this second Award Term year CLIN 6002. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes B and C. (Fund Type - TBD)	1.0	LO	
6003	AD24	The contractor shall utilize the stated Not-To-Exceed (NTE) Other Direct Cost (ODC) amount for Travel and Material, estimated at \$46,957 for this second Award Term year CLIN 6002. The contractor shall apply their burden rates to this amount and the fully burdened amount shall be listed as the Contractor's proposed amount. See Section B Notes B and C. (Fund Type - TBD)	1.0	LO	

**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.

(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)**

**NOTES:**

NOTE A: LEVEL OF EFFORT

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

**NOTE B: AWARD TERM**

CLIN which may be awarded in accordance with the award term conditions contained in the attached Quality Assurance Surveillance Plan (QASP).

**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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT FOR EXPEDITIONARY SHIPS AND AIR CUSHIONED VEHICLE CRAFT SUPPORT Seaport-e N00024-11-R-3225

#### 1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) is the Systems Integration Agent (SIA), In-Service Engineering Agent (ISEA), and Technical Support Activity (TSA) in support of the Landing Craft, Air Cushion (LCAC) program. NSWC PCD provides support in all aspects of the LCAC program, specifically; LCAC Hull and Mechanical (H&M) Engineering, LCAC life cycle engineering support, and fleet level operations. This effort provides support to on-going programs developed by the Acquisition and the Life Cycle Managers. The Program Executive Office Ships (PEO Ships) Landing Helicopter Dock (LHD), Landing Helicopter Assault (LHA) and LCAC Program Office, the San Antonio Class Amphibious Transport Dock Program Office, the Auxiliary Ships, Special Mission ships, Small Boats and Craft Program Office and the Office of Naval Research (ONR) have tasked NSWC PCD to support future Sea base connectors and expeditionary ships and craft, both in the platform and technology areas. This includes engineering and programmatic support to ONR, the Naval Sea Systems Command Surface Ship Design and Systems Engineering Office (NAVSEA 05D) and PEO SHIPS in the design, acquisition, testing, evaluation and production of Sea base Connectors: Mobile Landing Platform (MLP), Ship to Shore Connector (SSC), Transformable Craft (T-Craft), and Landing Platform Dock (LPD) Class of Amphibious Ships. Also, this includes support for the ONR Advanced Skirt Design efforts and the advanced lift fan effort, along with other emerging air cushion vehicles (ACV) technologies developed in support of LCAC and SSC.

Under the tasking outlined in this Performance Work Statement (PWS), the Contractor shall provide a level of effort consisting of those non personal services necessary to accomplish the work efforts described in paragraph 3.0 of this PWS

#### 1.1 LIST OF ACRONYMS

ACV	Air Cushion Vehicles
AER	Alterations-Equivalent-to-Repair
C4N	Command, Control, Communications, Computers and Navigation
CAD	Computer-Aided Design
CD	Compact Disc
CDRL	Contract Data Requirements List
COMOPTEVFOR	Commander Operational Test and Evaluation Force
COR	Contracting Officers Representative
CPARS	Contractor Performance Assessment Report System
CUI	Controlled Unclassified Information
DD&C	Detail Design and Construction
DISCO	Defense Industrial Security Clearance Office
DMSMS	Diminishing Manufacturing Sources and Material Shortages
EFV	Expeditionary Fighting Vehicle
EOA	Early Operational Assessment
FOUO	For Official Use Only
GFI	Government Furnished Information
H&M	Hull and Mechanical
HSI	Human Systems Integration
ILA	Independent Logistics Assessments
ILS	Integrated Logistics Support

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ILSMT	ILS Management Team
IMS	Integrated Master Schedule
ISEA	In-Service Engineering Agent
JHSV	Joint High Speed Vessel
LAR	Liaison Action Report
LCAC	Landing Craft, Air Cushion
LEM-PBA	Logistics Element Manager-Performance Based Assessments
LHA	Landing Helicopter Assault
LHD	Landing Helicopter Dock
LPD	Landing Platform Dock
LTD	Logistics Technical Documentation
MLP	Mobile Landing Platform
MP&T	Manpower Personnel & Training
NACLC	National Agency Check with Local Agency Check and Credit Check
NAVSEA	Naval Sea Systems Command
NSWC PCD	Naval Surface Warfare Center, Panama City Division
ODC	Other Direct Cost
ONR	Office of Naval Research
OPSEC	Operations Security
PBMS	Project and Business Management System
PCO	Procuring Contracting Officer
PEO Ships	Program Executive Office Ships
PMS	Preventive Maintenance Schedule
PRE-PDS	Pre and Post Delivery Support
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
RAM	Reliability, Availability & Maintainability
SEAOPS	Safe Engineering and Air Cushion Operations
SIA	Systems Integration Agent
SLEP	Service Life Extension Program
SSC	Ship to Shore Connector
T&E	Test and Evaluation
T&M	Time and Material
T-Craft	Transformable Craft
TEMP	Test Evaluation & Master Plan
TMDR	Technical Manual Deficiency Report
TMMA	Technical Manual Maintenance Authority/Activity
TSA	Technical Support Activity
TSR	Technical Support Request
WBS	Work Breakdown Structure
WIPT	Working Integrated Product Team

## 2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, 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. Second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only.



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## 2.1 MILITARY SPECIFICATIONS

- (a) MIL-PRF-49506 Logistics Management Information dated 11 November 1996 (validated 18 January 2005)

## 2.2 MILITARY STANDARDS

- (a) MIL-STD-31000, Technical Data Packages dated 05 November 2009

## 2.3 OTHER DOCUMENTS

- (a) NAVSEA Technical Manual S9LCA-AA-SSM-010 Safe Engineering and Air Cushion Operations (SEAOPS) dated 01 September 2010

- (b) MIL-HDBK-502 Acquisition Logistics dated 30 May 1997 (validated 20 January 2005)

Note: Military Specifications, Standards, and Handbooks are available at no cost from the Defense Logistics Agency ASSIST database at <https://assist.daps.dla.mil/online/start/>. NAVSEA Technical Manuals will be provided as Government Furnished Information (GFI).

## 3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officer Representative (COR) and Contract Specialist to conduct a kick-off meeting at NSWC PCD within 10 days after award of the task order. The Contractor shall provide the level of effort of non-personal services in the following areas.

### 3.1 LCAC HULL AND MECHANICAL (H&M) LIFE CYCLE ENGINEERING AND ANALYSIS SUPPORT

The Contractor shall provide those non-personal engineering and technical services required to conduct engineering investigations and tests, and to analyze and resolve LCAC technical issues. The major areas the contractor shall provide support are:

- (a) Support NSWC PCD in preparing presentations and other information for Technical Support Request (TSR) Reviews, Fleet Support Conference, Quarterly Acquisition Reviews, and other program reviews as required. (CDRL A001)

- (b) Provide systems engineering and engineering technical analysis support to resolve or assist in the resolution of technical issues with the Navy LCAC H&M systems as required. (CDRL A002)

- (c) Support NSWC PCD in mechanical analyses of LCAC systems. Analyses may include finite element static and dynamic analyses as well as structural failure analyses. (CDRL A002)

- (d) Provide drafting and design support using the guidance of MIL-STD-31000 for LCAC system and sub-system modifications and the creation of Liaison Action Reports (LARs), Alterations-Equivalent-to-Repair (AERs), Craft Alterations, Technical Manual Deficiency Reports (TMDRs), Preventive Maintenance Schedule (PMS) changes, and changes to other maintenance documentation. (CDRL A003)

- (e) Provide test support for on-craft testing of craft modifications, First Article Testing, repair and maintenance procedures tests, performance testing, and other fact finding tests as required. Test support may include the writing of test plans and test reports as well as data reduction and test setup. The Contractor support includes test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports. (CDRL A004, A005)

### 3.2 LCAC H&M ENGINEERING RESEARCH & DEVELOPMENT SUPPORT

The contractor shall support NSWC PCD in the development of analytical capabilities and technologies applicable to both the current LCAC and future Navy hovercraft. The major areas the contractor shall provide support are:

- (a) Provide research of current commercial technologies and advise on the applicability of these technologies to the LCAC. (CDRL A002)

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(b) Provide systems engineering support for new technologies and their applicability to current and future Navy hovercraft. (CDRL A002)

(c) Support NSWC PCD in the development of computer modeling capabilities such as comprehensive vibration modeling, fluid dynamics modeling, performance modeling, and others. (CDRL A002)

(d) Support NSWC PCD in the testing of new technologies to determine their applicability and performance. The Contractor support will include test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports. (CDRL A004, A005)

### **3.3 LCAC H&M ENGINEERING PRODUCT DEVELOPMENT SUPPORT**

The contractor shall support NSWC PCD in the development and procurement of new capabilities, for example craft armor and system upgrades, for the current LCAC. The major areas the contractor shall provide support are:

(a) Provide research of current commercial technologies and advise on the applicability of these technologies. (CDRL A002)

(b) Provide systems engineering support for the development of new capabilities. This includes items such as input into the development of sub-system specifications, interface specifications, requirements analysis, trade studies, and return on investment calculations. (CDRL A002)

(c) Provide for design and drafting of new products and the associated documentation for the installation of these products on the current LCAC. (CDRL A003)

(d) Support NSWC PCD in the testing of new technologies to determine their applicability and performance. The Contractor support will include test support, technical research, systems engineering and analysis, technical writing, technical editing, graphic illustration, word processing, and preparation of technical reports. (CDRL A004, A005)

### **3.4 LCAC H&M SERVICE LIFE EXTENSION PROGRAM (SLEP) SUPPORT**

The contractor will support NSWC PCD in the resolution of SLEP technical issues by providing for technical analysis to assist NSWC PCD in the resolution of SLEP issues encountered by contractors during the SLEP process. (CDRL A002)

### **3.5 TECHNICAL DRAWINGS, GRAPHICS, AND ADMINISTRATIVE PLANNING SOFTWARE SUPPORT**

The contractor shall provide expertise in the field of drawing application software including Corel Draw Suite 10, AutoCAD 2000, Power Point, Solid Edge, and color plotting and printing. The contractor must be able to redline the government furnished drawing files with color-coded updates or corrections. Drawings may be new or legacy drawings meeting the requirements of MIL-STD-31000. The contractor shall support NSWC PCD in drawing reviews and updates for an estimated 10 drawing packages per year each having approximately 8 sheets. The contractor shall provide expertise in the use of Microsoft Office and Microsoft Project software to develop planning documentation. (CDRL A003, A006)

### **3.6 ADVANCED AIR CUSHION TECHNICAL SUPPORT**

The Contractor shall provide engineering support in the following areas: (1) Advanced technology upgrade studies for future connectors. (2) Craft concept development, testing, and technology trade-offs used in the JEFF-A, JEFF-B and LCAC programs. (3) Marine Corps Requirements, (4) Expeditionary Craft Acquisition, (5) Marine Corps Logistics Support, (6) Expeditionary craft operations: SEAOPS procedures, mission planning performance predictions, and modeling, (7) Human Systems Integration (HSI), (8) Command, Control, Communications, Computers and Navigation (C4N) systems, (9) Auxiliary, and (10) Craft Performance and Skirt Systems. The Contractor shall technically review and analyze an average of one to a maximum of eight documents per month during the period of performance. (CDRL A002)

### **3.7 LCAC SHIP INTERFACE SUPPORT**

The Contractor shall technically support expeditionary warfare mission systems technical and engineering support for expeditionary assault systems. This support will include expertise for well deck interface onboard LPD-17 Class,

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LHD-1 thru LHD-8 ships, next generation expeditionary warfare ships, and Sea Basing ships, which includes LCAC interface issues such as fuel systems, electrical power systems, alignment and other systems related to LCAC and next generation Sea base connectors including the SSC. Provide support to identify requirements for emerging Navy and Marine Corps and Special Operations vehicles and craft such as Expeditionary Fighting Vehicle (EFV), trucks, tracked recovery and construction vehicles, and Joint High Speed Vessel (JHSV). Provide recommendations for SEAOPS changes as required to include the impact of interfacing with foreign ships (e.g., French, Spanish, and Australian etc.). (CDRL A002)

### **3.8 TECHNICAL MANUAL SUPPORT**

The Contractor shall support the creation of technical manuals and programmatic documentation concerning the conceptualization, program description, development planning, and reporting of new starts in the following subject areas: (1) Marine Corps and NSWC PCD Capabilities, (2) Expeditionary Craft, and (3) Expeditionary Ship Acquisition. The Contractor shall generate one to a maximum of three documents during the period of performance. (CDRL A007)

### **3.9 MOBILE LANDING PLATFORM (MLP) SUPPORT**

The Contractor shall technically support development of LCAC interfaces with the research and development of MLP designs and testing. The contractor shall provide knowledge of LCAC operations in different sea states, operations in well decks and next generation ship surrogates, and craft master experience in various at sea operations. The contractor shall provide support on developing LCAC SEAOPS procedures as they pertain to the MLP and help analyze the designs for containment systems aboard the MLP. The contractor shall provide support in operational LCAC requirements involving the use of the MLP. The contractor shall provide at least one individual with craft master experience to travel to the east coast for the MLP Demonstration for a period of two weeks. The contractor shall review the MLP design and assist in evaluating the deck layout of the MLP during the performance period. (CDRL A002, A008)

### **3.10 NIGHT VISION DEVICES AND LIGHTING SUPPORT**

The contractor shall provide technical and engineering expertise in support of Night Vision Devices and Lighting systems used on current and next generation U.S. ships and craft. This will include all current and next generation amphibious ships of the U.S. Navy and for interoperability purposes will also include the U.S. Coast Guard's National Security Cutters. (CDRL A002)

### **3.11 TEST AND EVALUATION (T&E) SUPPORT**

The Contractor shall provide LCAC and SSC T&E support to encompass assistance with test plan development, test documentation and assistance with the development of test reports. The Contractor shall support the development of the SSC Test Evaluation & Master Plan (TEMP) and Reliability, Availability & Maintainability (RAM) analysis. (CDRL A002, A004, A005)

### **3.12 INTEGRATED LOGISTICS SUPPORT (ILS)**

The Contractor shall provide LCAC and SSC T&E support for Logistics Technical Documentation (LTD), including Technical Manual Maintenance Authority/Activity (TMMA) and Provisioning Technical Documentation Agent (PTDA) using the guidance of MIL\_HDBK-502 and MIL-PRF-49506. The Contractor shall provide Diminishing Manufacturing Sources and Material Shortages (DMSMS) support, and review & provide recommendations to proposed SSC training plans. For stand-alone SSC-ILS work, the Contractor shall technically support the NSWC PCD SSC ILS Manager in executing and accomplishing ILS tasking assigned by the sponsors ILS Manager. (CDRL A002, A009). This tasking includes elements such as the integration of Logistics Services and Products in accordance with the SSC Integrated Master Schedule (IMS) as follows:

- a. Milestone B Support: Review, correct and update logistics documents for successful Milestone B.
- i. Independent Logistics Assessments (ILA): Assist in the pre and post ILA review and findings. Make recommendations.
- ii. Early Operational Assessment (EOA): Function as Subject Matter Expert in regard to Commander Operational Test and Evaluation Force (COMOPTEVFOR) questions or requirements to assure

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acceptable Logistics Supportability.

b. LTD: Coordinate with both Engineering and Logistics Subject Matter Experts to sustain both legacy and modernization systems with its related LTD. This integration and execution will encompass a level of effort in services and products from the following areas:

- i. Pre and Post Delivery Support (PRE-PDS) tasking comes in the form of reviewing and commenting on technical documentation submitted by the craft builders once a Detail Design and Construction (DD&C) contract has been awarded.
- ii. TMMA
- iii. PTDA
- iv. DMSMS Mitigation
- v. Manpower Personnel & Training (MP&T) Coordinator
- vi. Attend and Participate in Logistics Element Manager-Performance Based Assessments (LEM-PBA), ILA, ILS Management Team (ILSMT) and Working Integrated Product Team (WIPT) meetings.

### **3.13 Material Purchases**

Only items directly used for this Task Order, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Material purchases above \$3,000 shall be approved by the Procuring Contracting Officer (PCO) 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 the pricing. The request and supporting documentation shall be submitted to the Contracting Officers Representative (COR) for concurrence prior to being submitted to the PCO for approval. It is anticipated the Contractor will provide computer-aided design (CAD) drawings, compact discs (CDs), printings, expendable installation material, test support equipment and material supplies in support of this effort.

### **3.14 TRAVEL**

The contractor may be required to travel in support of this effort. Possible travel locations include:

- (a) Pascagoula, MS
- (b) New Orleans, LA
- (c) Norfolk, VA
- (d) Washington, DC
- (e) San Diego, CA
- (f) Camp Lejeune, NC
- (g) Paris, France
- (h) Madrid, Spain
- (i) Sydney, Australia
- (j) Philadelphia, PA
- (k) Sasebo, Japan
- (l) Yokose, Japan
- (m) Green Bay, WI

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### **3.15 PROGRESS REPORTING**

The contractor shall report progress and financial expenditures on a monthly basis discussing progress, issues and resolution, and costs to date along with percentage of total funding spent. The Contractor shall track expenses in a manner corresponding to E30 Division's Work Breakdown Structure (WBS) as it is established in NSWC PCD's Project and Business Management System (PBMS) that will be provided as GFI. Progress shall be reported in labor hours and dollars by labor category for each assigned Work Breakdown Structure (WBS) element. (CDRL A010)

### **4.0 GOVERNMENT FURNISHED INFORMATION**

The Government will provide document 2.3(a) within 3 days after award of the task order. The Government will provide the Contractor with documentation as required. All government furnished information (GFI) shall be returned at the completion of this task order, unless earlier return is required.

### **5.0 DATA DELIVERABLES**

All data deliveries shall be in accordance with the schedule set forth in the attached Contract Data Requirements List, DD Form 1423, Exhibit A.

### **6.0 PERIOD OF PERFORMANCE**

The Period of Performance for this task order will be from award (base year) to twelve months, plus up to two award term periods of twelve months each for a total of three (3) years. See Section F.

### **7.0 SECURITY**

The Contractor will be required to receive and generate classified documents up to the SECRET level. The requirements of the attached DD 254 apply.

All contractor personnel requiring "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" are required to have a favorably adjudicated National Agency Check with Local Agency Check and Credit Check (NACLIC) with clearance eligibility determined by Defense Industrial Security Clearance Office (DISCO).

#### **7.1 Information Security Requirements**

##### **a. 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 12958, as amended, 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.

##### **b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):**

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

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c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):

Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

## 7.2 Operations Security

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

b. 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.

## 8.0 RELEASE OF INFORMATION

Release of information shall be in accordance with Section I, DFAR Clause 252-204-7000, Disclosure of Information.

## 9.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

## 10.0 GOVERNMENT/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 contract 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 prominent 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

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

(e) Inapplicability of Employee Benefits: This contract 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 contract are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this contract 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 contract.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.

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

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract 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:

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- (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.

## 11.0 SUBCONTRACTOR/CONSULTANTS

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

(1) A copy of the proposed 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) As required by FAR 15.404-3(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) T&M pricing arrangements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or

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situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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

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

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## **SECTION D PACKAGING AND MARKING**

Delivery shall be in accordance with the provisions of the basic contract.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

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

Technical Documents generated under this contract shall carry the following Distribution Limitation Statement D. 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 statements shall be as near to the title block as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

### **DISTRIBUTION LIMITATION STATEMENT D**

**DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER-PANAMA CITY DIVISION (NSWC-PCD), CODE E34, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	11/23/2011 - 11/22/2012
4001	11/23/2012 - 11/22/2013
4002	11/23/2013 - 11/22/2014
4003	11/24/2014 - 5/23/2015
6000	11/23/2011 - 11/22/2012
6001	11/23/2012 - 11/22/2013
6002	11/23/2013 - 11/22/2014
6003	11/24/2014 - 5/23/2015

### CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. 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 and shall continue for a period of one year. In accordance with the Quality Assurance Surveillance Plan (QASP) of this order, the order may continue for up to two additional years based on the contractor's performance.

The base periods of performance are as follows:

4000	Base Award is from 23 November 2011 - 22 November 2012
6000	Base Award is from 23 November 2011 - 22 November 2012

The estimated periods of performance for the Award Terms are as follows:

#### AWARD TERM 1

4001	First Award Term is from 23 November 2012 - 22 November 2013
6001	First Award Term is from 23 November 2012 - 22 November 2013

#### AWARD TERM 2

4002	Second Award Term is from 23 November 2013 - 22 November 2014
6002	Second Award Term is from 23 November 2013 - 22 November 2014

#### AWARD TERM 3

4003	Third Award Term is from 23 November 2014 - 23 May 2015
6003	Third Award Term is from 23 November 2014 - 23 May 2015

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**SECTION G CONTRACT ADMINISTRATION DATA**

**ACCOUNTING DATA**

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

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The Contracting Officer, in accordance with DFAR 204.7108 - Payment Instructions, has determined that the pay office, identified in block 15, page one (1) of the task order award, may charge the accounting classification citations assigned to CLIN (s): 4000 and 6000 as follows:

Payments for the above CLIN (s) shall be as specified in accordance with PGI 204.7108 (d)(3) - Line item specific: Contracting Officer specified ACRN order which states, "If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN." As such, the Contracting Officer has determined that ACRN AA, for each CLIN, shall be utilized first.

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**GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT**

Procurement Contracting Officer

Contract Specialist

Contracting Officer Representative

Defense Contract Management Agency (DCMA)

Defense Finance and Accounting Services (DFAS)

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**NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)**

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003); the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

ISSUE DODAAC	N61331
ADMIN DODAAC	S2206A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	
SERVICE ACCEPTOR DODAAC	S2206A
SERVICE APPROVER DODAAC	S2206A
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	HAA038
LPO DODAAC	
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

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

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

Send Additional Email Notification To:

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcpd\_wawf@navy.mil.

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**EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at 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 allow ability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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**TASK ORDER CONTRACT LINE ITEMS (CLIN) FUNDING TABLES**

The funding amount below shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the cost it expects to incur under this Task Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount of this Task Order. Sixty days before the end of the period specified in Section F, the Contractor shall notify the Contracting Officer in



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writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in Section B or otherwise agreed upon, and when the funds will be required.

The Contractor shall only invoice CLINs for expenses that were incurred during the CLIN's period of performance. The period of performance for each CLIN is identified in Section F Deliverables or Performance.







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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.

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**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 17742 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 114 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

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contract modification.

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

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

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

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

(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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**BASIC CONTRACT CLAUSES**

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

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**CHANGES IN KEY PERSONNEL**

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination

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of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

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

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

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

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

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

(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.

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**GOVERNMENT FURNISHED INFORMATION (GFI)**

NSWC PCD will provide the Contractor with access to all required program documentation at NSWC PCD through the contract period of performance. Access will be normally limited to Monday through Friday 0700-1700. Disposition of GFI will be made at contract completion.



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**CAPPED RATES**

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

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

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
						11/23/2011
4000						-
						11/22/2012
						11/23/2012
4001						-
						11/22/2013
						11/23/2013
4002						-
						11/22/2014
						11/23/2011
6000						-
						11/22/2012
						11/23/2012
6001						-
						11/22/2013

(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.

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(c) CLINs/SLINs   N/A   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.

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**SECTION I CONTRACT CLAUSES**

Applicable clauses are contained in the basic contract. Additional clauses incorporated by reference:

**DFAR 252.204-7000 Disclosure of Information.**

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**52.222-2 Payment for Overtime Premiums (Jul 1990)**

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

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

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

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

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

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

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

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

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

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

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**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—

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(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

(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)

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## **SECTION J LIST OF ATTACHMENTS**

- J.1 Contract Data Requirement Lists (CDRLs)
- J.2 DD Form 254
- J.3 Desired Qualifications for Key Personnel
- J.4 Quality Assurance Surveillance Plan (QASP)
- J.5 Cost Summary Format
- J.6 Supporting Cost Data
- J.7 COR Appointment Letter, dated 17 Nov 2011