

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE **J** PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. **02** 3. EFFECTIVE DATE **09-Sep-2014** 4. REQUISITION/PURCHASE REQ. NO. **R45411-4275-SE72** 5. PROJECT NO. (If applicable) **N/A**
 6. ISSUED BY CODE **N00244** 7. ADMINISTERED BY (If other than Item 6) CODE **S2206A**

NAVSUP FLC San Diego, Code 200
 3985 Cummings Road
 San Diego CA 92136-4200

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.
[X] **N00178-05-D-4446-NW01**
 10B. DATED (SEE ITEM 13)
25-Sep-2012

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)
52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Contracting Officer

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 BY **09-Sep-2014**
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to exercise Option Year Two and to fully fund the contract. Option Year Two (CLIN 8100) is hereby exercised for the period 1 OCT 2014 through 30 SEP 2015. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only. 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 .

CLIN/SLIN	Type of Funding	From (\$)	By (\$)	To (\$)
8100	O&MN,N			

The total value of the order is hereby increased from

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8100			

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000		Labor and ODC (Travel and Material)				
5100	U012	Base Year Labor and ODC (Travel and Material), O&MN,N FY13 Funding, FAR 52.232-18 Availability of Funds (O&MN,N) (O&MN,N)				
5200	U012	Option Year 1 Labor and ODC (Travel and Material), O&MN,N FY14 Funding, FAR 52.232-18 Availability of Funds (O&MN,N) (O&MN,N)				
8000		Labor and ODC (Travel and Material)				
8100	U012	Option Year 2 Labor and ODC (Travel and Material), O&MN,N. Subject to FAR 52.232-18 Availability of Funds. (O&MN,N)				
8200	U012	Option TransitionPeriod Labor, O&MN,N (O&MN,N) Option				

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

ASSAULT CRAFT UNIT FIVE (ACU-5) MAINTENANCE SUPPORT

Performance-Based Statement of Work

1.0 General.

The contractor shall provide engineering, technical, and analytical support to Assault Craft Unit Five (ACU-5) landing craft air cushion (LCAC) assets. Contractor shall provide welding training to ACU-5 maintenance and operations department personnel for stainless steel and aluminum weld certification through classroom and laboratory modes of instruction.

The work to be performed requires a security clearance to transition controlled access spaces and access classified documents as required while performing assigned duties.

Contractor personnel working on this contract must be a United States citizen. In addition, contractor is required to communicate with all personnel associated with the performance of this contract shall be fluent in the English language as exemplified in their written and verbal skills. Due to the instruction training nature of this, Contractor personnel shall be college level certified in aluminum and stainless steel welding instruction; holder of the Navy Instructor Navy Enlisted Code (NEC) 9502 is a plus.

In order to assure the structural integrity of the Landing Craft Air cushion (LCAC) craft and the integrity and consistency of the aluminum weld training and certification program, the requirement exists to maintain technical support at ACU-5. The control of welder certification is a direct cost benefit for ACU-5. The contractor will be responsible for maintaining welder certification throughout the life of the contract. Failure to maintain welder certification skills will result in decreased readiness for ACU-5 Maintenance and significantly increased repair costs since maintenance and operational personnel will not be certified to perform required material LCAC maintenance.

In addition, continuous improvement to maintenance functions is a direct cost benefit to ACU-5 and the development of metrics regarding material and training readiness is required for the analysis of enhancements to LCAC processes. Current curriculum was developed in 1998, implemented in 1999 which has served well ACU-5 over the past 12 years.

Based on historical data, the Government will have six welding classes per year and each class convenes for a seven-week period. (42 weeks) The seven-week training given to the Hull Maintenance Technicians at ACU-5 and Detachment Western Pacific Alfa (WPA) have increased material readiness of LCAC assets. During calendar year 2011, six welding classes were held with a total of 27 welders obtaining welder qualifications certified in aluminum and stainless steel welding processes.

2.0 Government Furnished Items and Services.

The Government will furnish necessary office and classroom laboratory facilities such as office space, desk, chair, telephone, email and computer, and provide facility access to provide the required services. The government will provide the existing and necessary classroom and laboratory welding facility for the contractor to provide training to ACU-5 maintenance and operations personnel for stainless steel and aluminum weld certification.

3.0 Welding Instruction

3.1. Planning

3.1.1 Contractor shall attend LCAC Program Office and In-Service Engineering Agent (ISEA) sponsored meetings to provide in-put, lessons learned, evaluations of process improvement and good engineering practice discussions related to LCAC material maintenance welding processes and issues. Most meetings will be at ACU-5 with at least one trip per year to attend meetings at ACU-4 in Norfolk, Virginia as per paragraph 7.0.

3.1.2 Contractor shall visit welding site and observe ACU-5 maintenance and operations department personnel at work. These visits shall take place no less than three days but up to five times per week. During those visits, contractor will note operations, safety, and skill issues that need to be addressed in the instruction. Each successive class will take into consideration those issues as well as lessons learned from the previous instruction.

3.1.3 Contractor shall develop a seven-week course considering information gathered in those five days/annual

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

meetings, and lessons learned in creating a viable, and flexible training course. See 3.2 below.

3.2 Execution

3.2.1 Contractor shall provide a seven-week classroom and laboratory training to ACU-5 maintenance and operations personnel for stainless steel and aluminum welder certification using the appropriate arc welding processes in accordance with (IAW) LCAC Welding and Inspection Manual (S6240-A9-MAN-010), LCAC Structural Maintenance and Repair Manual (S9100-AC-SLP-010), Naval Ship's Technical Manual (NSTM) Chapter 248 (Welding and Brazing Procedures and Performance Qualification), NSTM Chapter 271 (Non-destructive Testing Methods), Military Standard Non-destructive Testing Acceptance Criteria (MIL STD 2035ASH), Joint Fleet Maintenance Manual (JFMM) (COMFLTFORCOMINST 4790.3 Series), and Assault Craft Unit FIVE Welder Program (ACUFIVEINST 4855.3 Series). Training will be conducted no less than six times per annum. Time between classes will be utilized for preparation and after-action requirements, as set forth herein.

3.2.1.1. Contractor shall provide quality assurance training with emphasis on welding methods and processes to ACU-5 personnel IAW JFMM COMFLTFORCOMINST 4790.3 Series.

3.2.1.2 Contractor shall provide and conduct weld school laboratory training and associated equipment maintenance and repair IAW approved maintenance procedures.

3.2.1.3 Contractor shall provide and conduct weld school laboratory welding booth maintenance such as cleaning and replacing exhaust ventilation filters.

3.2.1.4 Contractor shall provide and conduct welding machine and oxy/fuel safety training for Maintenance and Operations department personnel.

3.3 After Action

3.3.1 Contractor shall develop a technical guide taking into consideration all issues identified during meetings/observations/training. The guide shall take the form of a written technical manual to be used by maintenance and department personnel in conducting safe, effecting welding operations. This technical guide shall be developed after the first class and shall be updated no less than six times per annum. It shall offer guidance on welding preparation, safety, equipment, quality assurance, certifications, and solutions relating to the ACU5 welding operations. [The guide shall be included in the firm-fixed price and shall not therefore have any restrictive markings.]

3.3.2 Contractor shall visit the workplace up to five (5) times per week (see 3.1.2 above) - determining success/failure of training. And, contractor will incorporate observations - strengths and weaknesses - into each successive training program as focal points for additional points/areas to train.

3.3.3 During these visits, Contractor may be called upon to demonstrate safe, effective welding techniques, subject of training and/or training guide.

4.0 DELIVERABLES:

CDRLs describe their purpose, frequency, due date, distribution, and format of all deliverables. The contractor shall deliver Performance Data Reports per CDRL Attachment 5. Contractor shall provide monthly status reports, including invoices, financials, and narratives. These monthly reports must be submitted to the Contracting Officers Representative via e-mail no later than the 5th workday of each month. The Client Representative will review these reports and will accept or reject Contractor services or deliverables, which is the basis for payment to the Contractor.

5.0 Hours of Work:

Contractor personnel are expected to conform to Client agency normal business hours, which are 0700-1530, with the exception of Federal holidays. Actual hours of work will be agreed upon at order start up. Work outside of normal work hours, if required, will be addressed on a case-by-case basis between the Leader and the Contracting Officers Representative.

6.0 Place of Performance:

The contractor shall provide full-time representation at the following site:
Assault Craft Unit FIVE
PO Box 555161

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Camp Pendleton, CA 92055

7.0 Other Direct Cost (Travel):

All travel associated with this order will have the prior written approval of the Client Representative or authorizing official. Required travel:

One (1) round trip from San Diego, CA to ACU-4 Little Creek, VA, for one (1) person for six (6) days for the Welder Instructor.

8.0 Intellectual Property:

This order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance-Based Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with Government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of this order, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during this order.

9.0 Reference Documents:

COMPACFLTINST 4790.3 (Series) Joint Fleet Maintenance Manual.

OPNAVINST 4790.4 (Series) Ship's 3-M Manual.

10.0 Non-Personal Service Statement

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

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

1.0 GENERAL.

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative (COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION E INSPECTION AND ACCEPTANCE

52.246-4 Inspection of Services-Fixed-Price (August 1996)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

5100	10/1/2012 - 9/30/2013
5200	10/1/2013 - 9/30/2014
8100	10/1/2014 - 9/30/2015

CLIN - DELIVERIES OR PERFORMANCE

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

5100	10/1/2012 - 9/30/2013
5200	10/1/2013 - 9/30/2014
8100	10/1/2014 - 9/30/2015

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

8200	10/1/2015 - 10/31/2015
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Services to be performed hereunder will be provided at (insert specific address and building etc.)

F2 DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table	Contracting Officer Notes
WAWF Invoice Type	2-in-1	
Contract Number	N00178-05-D-4446	-(Enter Contract Number)
Delivery Order Number	NW01	-(Enter DO Number)
Issuing Office DODAAC	N00244	-(Enter DODAAC of the activity issuing the contact.)
Admin Office DODAAC	N00244	-(Enter Contract Admin Office DODAAC)
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		-(Enter Inspector DODAAC (plus extension if applicable.))
Service Approver DODAAC (Cost Voucher)		-(Enter DODAAC (plus extension, if applicable.))
Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))
Local Processing Office (Certifier)	R45411	- Enter LPO DODAAC (Local Admin) (plus extension, if applicable)) or leave blank.
DCAA Office DODAAC (Used on Cost Voucher's only)		-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil
Paying Office DODAAC	HQ0337	- Enter Paying Office DODAAC located on Contract.)
Acceptor/COR Email Address		-(Enter the Acceptor Email address for this Contract if applicable

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
			Certifier
			Acceptor

N00244G109 CONTRACT ADMINISTRATION FUNCTIONS (MAR 1996) (FLCSD)

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

[] Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

[] Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

[] Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

[] Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

G24 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2011)

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel – that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

The Task Order Contract Specialist is:

(d) Ombudsman for the Fleet Logistics Center, San Diego CA is:

(e) Contracting Officer Representative is:

Contracting Officer Representative is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract;
- d. An independent government estimate of the effort described in the definitized statement of work
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order;and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved.

THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

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

The payment office shall make payment in sequential ACRN order 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.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
5100	R454112275SE72	
LLA :		
AA 1731804 70CD 000 53824 0 060957 2D R45411 002275SE72SU		

BASE Funding
Cumulative Funding

MOD 01

5200	R454113275SE72	
LLA :		
AB 1741804 70CD 000 53824 0 060957 2D R45411 003275SE72SU		

MOD 01 Funding
Cumulative Funding

MOD 02

8100	R454114275SE72	
LLA :		
AC 1751804 70CD 000 53824 0 060957 2D R45411 004275SE72SU		

MOD 02 Funding

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide management support, professional consulting services, or other administrative support to Afloat Training Group Pacific (ATGPAC) an activity end-user. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an *unfair* [e.g. the independent cost estimate] advantage in developing a competitive proposal for that solicitation , or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor agrees that until such time as the current contract is completed, plus one year, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy- Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor shall cease and desist any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance. If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its "affiliates" as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or nondisclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

NAVSUP 5252.203-9400 PERSONAL CONFLICTS OF INTEREST (DEC 2009)

(a) Definitions.

As used in this clause:

Covered employee means an individual who-

(1) Is an employee of the contractor or subcontractor, consultant, a partner or a sole proprietor, or any other individual, who performs mentor/advisor functions under the contract. Non-public Government information means any information that a covered employee gains by reason of work under the Contract and that the covered employee knows or reasonably should know, has not been made public. It includes, but is not limited to, information that –

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

(2) Has not been disseminated to the general public and is not authorized by the agency to be made available to the public. Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract.

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

- (i) Financial interest of the covered employee, of close family members, or other members of the household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) Financial interests may arise from-
- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
 - (iii) Services provided in exchange for honorariums or travel reimbursements;
 - (iv) Research funding or other forms of research support;
 - (v) Investment the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
 - (vi) Real estate investments;
 - (vii) Patents, copyrights and other intellectual property interests; or
 - (viii) Business ownership, investment interests or membership on a board of directors.

(b) Requirements. The Contractor shall --

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest including -

-

- (i) Obtaining and maintaining a financial disclosure statement from each covered employee when the employee is initially assigned to the task under the contract;
- (ii) Ensuring that disclosure statements are updated by the covered employees at least on an annual basis; and
- (iii) Requiring each covered employee to update the disclosure statement whenever a new personnel conflict of interest occurs.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) For each covered employee --

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract if the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public Government information for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public Government information.

(3) Inform covered employees of their obligation --

(i) To disclose changes in personal or financial circumstances and prevent personal conflicts of interest;

(ii) Not to use non-public Government information for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal-conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this section; and

(6) Report to the Contracting Officer any apparent personal conflicts-of interest violation by a covered employee as soon as identified. This report shall include a description of the apparent violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include --

(i) Failure by a covered employee to disclose a personal conflict of interest; and

(ii) Use by a covered employee of non-public Government information for personal gain.

(c) Mitigation or Waiver. (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b) (2) (i) of this clause, the Contractor may submit a request to the Contracting Officer to--

(i) Agree to a plan to mitigate the personal conflict of interest; or

(ii) Waive the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest. (3) Inform covered employees of their obligation --

(i) To disclose changes in personal or financial circumstances and prevent personal conflicts of interest;

(ii) Not to use non-public Government information for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal-conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this section; and

(6) Report to the Contracting Officer any apparent personal conflicts-of interest violation by a covered employee as soon as identified. This report shall include a description of the apparent violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include --

(i) Failure by a covered employee to disclose a personal conflict of interest; and

(ii) Use by a covered employee of non-public Government information for personal gain.

(c) Mitigation or Waiver. (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b) (2) (i) of this clause, the Contractor may submit a request to the Contracting Officer to--

(i) Agree to a plan to mitigate the personal conflict of interest; or

(ii) Waive the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the contractor employee from performance of the contract or terminate the applicable subcontract.

(d) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b), (c) (3), or (e) of this clause may render the Contractor subject to--

(1) Suspension of contract payments;

(2) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(3) Termination of the contract for default or cause, in accordance with the termination clause of this contract;

(4) Disqualification of the Contractor from subsequent related contractual efforts; or

(5) Suspension or debarment.

(e) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts that include requirements for mentor/advisor services.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive- Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance. The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements: Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- * SF-85 Questionnaire for Non-Sensitive Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLCC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date.

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

NAVSUP 5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

NAVSUP 5252.242-9402 TECHNICAL DIRECTION (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

H15 APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Contracting Officer Representative:

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(c) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

N00244H001 TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS (MAY 2004) (FLCSD)

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend prior to the contract expiration. 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 three years and one month.

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

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

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (SEP 2006)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.244-2 SUBCONTRACTS (OCT 2010)

52.245-1 GOVERNMENT PROPERTY (AUG 2010)

52.245-9 USE AND CHARGES (AUG 2010)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY

(FEB 2011)252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (FEB 2011)

CLAUSES INCORPORATED BY FULL TEXT:

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification No. (If none, insert "None")

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a phase-in plan with a successor to determine the nature and extent of phase-in, phase-out services required. The phase-in plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

para (c) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for onsite audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—_____ (To be filled in at time of award by Contracting Officer)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.") ACT

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 24	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: Anastasia Pentzakoff, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116, San Diego CA 92136-4200.

CONTRACT NO. N00178-05-D-4446	DELIVERY ORDER NO. NW01	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 24	FINAL
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SECTION J LIST OF ATTACHMENTS

Contract Administration Plan

QASP

CDRL

Anticipated Travel

DD254 (Revised)