

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
17

3. EFFECTIVE DATE  
13-May-2015

4. REQUISITION/PURCHASE REQ. NO.  
1300499700

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

6. ISSUED BY CODE

N61331

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

S2404A

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

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

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

Technical Systems Integration  
816 Greenbrier Circle, Suite 208  
Chesapeake VA 23320

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4147-HR08

10B. DATED (SEE ITEM 13)

30-Sep-2010

CAGE CODE  
0WWV3

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)  
52.232-22 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)

Joel T Roberson, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Joel T Roberson

(Signature of Contracting Officer)

28-May-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**

The purpose of this modification is to obligate incremental funds. A conformed copy of this Task Order is attached to this modification for informational purposes only. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$953,061.14 by \$41,000.00 to \$994,061.14.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700005	O&MN,N	■	■	■

The total value of the order is hereby increased from \$1,058,172.26 by \$0.00 to \$1,058,172.26.

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	R425	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Base Year. (Fund Type - TBD)	2860.0	HR	██████████	██████████	\$175,170.42
400001	R425	ACRN AA \$100,000 PR#02601420 (O&MN,N)					
400002	R425	ACRN AC \$50,000 PR#10385796 (O&MN,N)					
400003	R425	ACRN AD \$25,171 PR#10893959 (O&MN,N)					
4001	R425	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Term 1. (Fund Type - TBD)	2860.0	HR	██████████	██████████	\$180,429.36
400101	R425	ACRN AE \$87,000 PR#12233876 TSI WAREHOUSE PART 1 (O&MN,N)					
400102	R425	ACRN AF \$93429 PR#1300253213 (O&MN,N)					
4002	R425	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Year 2. (Fund Type - TBD)	2340.0	HR	██████████	██████████	\$152,042.85
400201	R425	ACRN AH \$100,000 PR# 1300285571 (O&MN,N)					
400202	R425	ACRN AK \$85000 PR# 1300334274 \$33,000 deobligated (MOD08) (O&MN,N)					
4003	R425	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Year 3. (Fund Type - TBD)	2860.0	HR	██████████	██████████	\$191,406.55
400301	R425	PR# 1300369432 ACRN: AL 123498.83 2410(a) Authorized. (O&MN,N)					
400302	R425	PR# 1300389673 ACRN: AM \$67,907.72 (O&MN,N)					

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Other Direct Cost (ODC) in support of CLIN 4000. Base Year. (Fund Type - TBD)	1.0	LO	\$23,904.00
600001	R425	ACRN AB \$10,000 PR# 03216968 (O&MN,N)			
600002	R425	ACRN AD \$13,904 PR# 10893958 \$6500 of expiring funds deobligated (MOD08) (O&MN,N)			
6001	R425	Other Direct Cost (ODC) in support of CLIN 4001. Award Year 1. (Fund Type - TBD)	1.0	LO	\$24,740.64
600101	R425	ACRN AE \$13000 PR#12233878 TSI WAREHOUSE PT2 \$13000 expiring funds deobligated (MOD08) (O&MN,N)			
600102	R425	ACRN AG \$11740 PR# 1300253213 \$11740 expiring funds deobligated (MOD08) (O&MN,N)			
6002	R425	Other Direct Cost (ODC) in support of CLIN 4002. Award Year 2. (Fund Type - TBD)	1.0	LO	\$25,605.96
600201	R425	ACRN AJ \$25,605 PR# 1300285571 \$25000 of expiring funds deobligated (MOD08). (O&MN,N)			
6003	R425	Other Direct Cost (ODC) in support of CLIN 4003. Award Year 3. (O&MN,N)	1.0	LO	\$26,501.17
600301	R425	PR# 1300369432 ACRN AL \$26,501.17 2410(a) Authorized. (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. Award Year 4. (Fund Type - TBD)	3350.0	HR			\$230,942.67
700001	R425	ACRN AN \$80,000 PR# 1300437756 2410(a) Authorized (O&MN,N)					
700002	R425	ACRN AQ \$50,000 PR# 1300467872 2410(a) Authorized (O&MN,N)					
700003	R425	ACRN AR \$28,545.00 PR# 1300481224 2410(a) Authorized (O&MN,N)					
700004	R425	ACRN AS \$31,000.00 PR# 1300485876 2410(a) Authorized (O&MN,N)					
700005	R425	ACRN AT \$41,000.00 PR# 1300499700 2410(a) Authorized (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Cost (ODC) in support of CLIN 7000. Award Year 4. (Fund Type - TBD)	1.0	LO	\$27,428.64
900001	R425	ACRN AN \$20,000 PR# 1300437756 2410(a) Authorized (O&MN,N)			

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

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

**15 October 2009**

#### **1.0 SCOPE**

The Naval Surface Warfare Center Panama City (NSWC PC) requires contractor support for the management, test, maintenance, and flight of the AN/AQS-24, Airborne Mine Neutralizer System assets located at NSWC PC and various locations in the fleet supported by NSWC PC. The contractor will provide inventory management support for a (22.5K ft<sup>2</sup>) storage area and support for Airborne Mine Countermeasures (AMCM) systems, equipment, and parts as described in the following paragraphs.

#### **2.0 APPLICABLE DOCUMENTS**

None

#### **3.0 REQUIREMENTS**

##### **3.1 Inventory Management Support for AMCM Equipment (CDRL A001)**

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

##### **3.2 Maintaining Interim Spare Parts (CDRL A002)**

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

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

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to ensure accountability.

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

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

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

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

### **3.3 Pack and Preserve**

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

### **3.4 Minor Repair (CDRL A003)**

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

### **3.5 Technical Documentation**

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

3.5.2 Technical documentation support will also consist of the informational review of applicable governing directives and instructions and liaison with the cognizant weapons activities and commands. The contractor shall attend all AMCM systems review, manpower, training meeting/reviews, QPR, Tech Pub, ILSMT and ISEA reviews. The contractor shall monitor all logistics elements to ensure that weapons system issues are identified and represented

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in accordance with the Rapid Deployment Concept (RDC) concept/program. The support may include physical site visit to land-based detachments, naval facilities and supporting U S Navy ships.

### **3.6 Travel**

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

### **3.7 Monthly Status Report (CDRL A004)**

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



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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/30/2010 - 9/29/2011
4001	8/16/2011 - 8/15/2012
4002	7/30/2012 - 7/29/2013
4003	8/8/2013 - 8/7/2014
6000	9/30/2010 - 9/29/2011
6001	8/16/2011 - 8/15/2012
6002	7/30/2012 - 7/29/2013
6003	7/30/2013 - 7/29/2014
7000	8/8/2014 - 8/7/2015
9000	8/8/2014 - 8/7/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

### DURATION OF TASK ORDER PERIOD

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

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

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

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

4001	8/16/2011 - 8/15/2012
4002	7/30/2012 - 7/29/2013
4003	8/8/2013 - 8/7/2014
6001	8/16/2011 - 8/15/2012
6002	7/30/2012 - 7/29/2013
6003	7/30/2013 - 7/29/2014
7000	8/8/2014 - 8/7/2015
9000	8/8/2014 - 8/7/2015

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### ACCOUNTING DATA

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

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### GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

#### Procurement Contracting Officer

Joel Roberson, Code 022  
 110 Vernon Avenue  
 Panama City Beach, FL 32407-7001  
[joel.roberson@navy.mil](mailto:joel.roberson@navy.mil)  
 (850)230-4296

#### Contract Specialist

Luis Gely, Code 022  
 110 Vernon Avenue  
 Panama City Beach, FL 32407-7001  
[luis.gely@navy.mil](mailto:luis.gely@navy.mil)  
 (850)235-5783

#### Task Order Manager

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

#### Defense Contract Management Agency (DCMA)

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

#### Defense Finance and Accounting Services (DFAS)

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

Code: HQ0338

#### INVOICING INSTRUCTIONS:

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

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**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 set-up 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	<u>N61331</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N61331</u>
Service Acceptor DODAAC	<u>N61331</u>
Service Approver DODAAC	<u>N61331</u>

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Ship To DODAAC N61331

DCAA Auditor DODAAC \_\_\_\_\_

LPO DODAAC N61331

Inspection Location See Section E

Acceptance Location See Section E

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

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

Send Additional Email Notification To:
<a href="mailto:BRYON.MATTHEWS@NAVY.MIL">BRYON.MATTHEWS@NAVY.MIL</a>
<a href="mailto:ROGER.HAWKINS@NAVY.MIL">ROGER.HAWKINS@NAVY.MIL</a>
<a href="mailto:LUIS.GELY@NAVY.MIL">LUIS.GELY@NAVY.MIL</a>

(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 PCD WAWF point of contacts (POCs) [janet.stone@navy.mil](mailto:janet.stone@navy.mil) and [brian.w.young@navy.mil](mailto:brian.w.young@navy.mil). Please send an e-mail to both POCs.

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#### EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

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Standards, and the Contractor's established accounting policy.

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ADDED AS REFERENCE:

**252.204-0007 CONTRACT-WIDE: SEQUENTIAL ACRN ORDER (SEP 2009)**

Accounting Data

SLINID	PR Number	Amount
400001	02601420	100000.00
LLA :		
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1005101		

BASE Funding 100000.00  
Cumulative Funding 100000.00

MOD 01

600001	03216968	10000.00
LLA :		
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124102		

MOD 01 Funding 10000.00  
Cumulative Funding 110000.00

MOD 02

400002	10385796	50000.00
LLA :		
AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K11245N1		

MOD 02 Funding 50000.00  
Cumulative Funding 160000.00

MOD 03

400003	10893959	25170.42
LLA :		
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124101		

600002	10893958	13904.00
LLA :		
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124101		

MOD 03 Funding 39074.42  
Cumulative Funding 199074.42

MOD 04

400101	12233876	87000.00
LLA :		
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1105101		

600101	12233878	13000.00
LLA :		
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1105101		

MOD 04 Funding 100000.00

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Cumulative Funding 299074.42

MOD 05

400102 1300253213 93429.00  
 LLA :  
 AF 97X4930 NH1D 253 77777 0 050120 2F 000000 A00001080335

600102 1300253213 11740.00  
 LLA :  
 AG 97X4930 NH1D 253 77777 0 050120 2F 000000 A00001080335

MOD 05 Funding 105169.00  
 Cumulative Funding 404243.42

MOD 06

400201 1300285571 100000.00  
 LLA :  
 AH 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001292892

600201 1300285571 25605.00  
 LLA :  
 AJ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001292892

MOD 06 Funding 125605.00  
 Cumulative Funding 529848.42

MOD 07

400202 1300334274 85000.00  
 LLA :  
 AK 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001610242

MOD 07 Funding 85000.00  
 Cumulative Funding 614848.42

MOD 08

400202 1300334274 (33000.00)  
 LLA :  
 AK 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001610242

400301 1300369432 123498.83  
 LLA :  
 AL 1731804 8C7C 252 24VCS 0 050120 2D 000000 A00001844405  
 Standard Number: N0002413WX10418  
 2410(a) Authority Invoked.

600002 10893958 (6500.00)  
 LLA :  
 AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124101

600101 12233878 (13000.00)  
 LLA :  
 AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1105101

600102 1300253213 (11740.00)  
 LLA :  
 AG 97X4930 NH1D 253 77777 0 050120 2F 000000 A00001080335

600201 1300285571 (25000.00)  
 LLA :  
 AJ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001292892

600301 1300369432 26501.17  
 LLA :  
 AL 1731804 8C7C 252 24VCS 0 050120 2D 000000 A00001844405  
 Standard Number: N0002413WX10418



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2410(a) Authority authorized.

MOD 08 Funding 60760.00  
Cumulative Funding 675608.42

MOD 09

400302 1300389673 67907.72  
LLA :  
AM 97X4930 NH1D 251 77777 0 050120 2F 000000 A00002020467

MOD 09 Funding 67907.72  
Cumulative Funding 743516.14

MOD 10

700001 130043775600001 80000.00  
LLA :  
AN 1741804 8C7C 252 24VCS 0 050120 2D 000000 A00002379832  
2410(a) Authorized

900001 130043775600002 20000.00  
LLA :  
AP 1741804 8C7C 252 24VCS 0 050120 2D 000000 A10002379832  
2410(a) Authorized

MOD 10 Funding 100000.00  
Cumulative Funding 843516.14

MOD 11 Funding 0.00  
Cumulative Funding 843516.14

MOD 12

700002 130046787200001 50000.00  
LLA :  
AQ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002640374

MOD 12 Funding 50000.00  
Cumulative Funding 893516.14

MOD 13

700003 130048122400001 28545.00  
LLA :  
AR 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002750386

MOD 13 Funding 28545.00  
Cumulative Funding 922061.14

MOD 14 Funding 0.00  
Cumulative Funding 922061.14

MOD 15 Funding 0.00  
Cumulative Funding 922061.14

MOD 16

700004 130048587600001 31000.00  
LLA :  
AS 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002782665

MOD 16 Funding 31000.00  
Cumulative Funding 953061.14

MOD 17

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700005 130049970000001 41000.00

LLA :

AT 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002884934

MOD 17 Funding 41000.00

Cumulative Funding 994061.14

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 14,300 man-hours, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total labor hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting

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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.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

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**CHANGES IN KEY PERSONNEL**

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

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

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

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

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**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

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

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**NAVSEA 5252.242-9115 TECHNICAL GUIDANCE**

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

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

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**AWARD TERM CLAUSE**

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

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

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

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**AWARD TERM PLAN**

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

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

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

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

d. Interim Evaluation. An interim evaluation shall be conducted at the midpoint (i.e., six months) of the first evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern. Additional interim evaluations may be conducted at the discretion of the Government.

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

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

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

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**NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

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**GOVERNMENT FURNISHED INFORMATION (GFI)**

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

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**REQUIREMENT SECURITY CLASSIFICATION**

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

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**NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS**

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

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

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**DISTRIBUTION LIMITATION STATEMENT**

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

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

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

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**RELEASE OF INFORMATION**

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

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**PERFORMANCE BASED REQUIREMENTS**

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

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**CAPPED RATES**

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

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## **KICK-OFF MEETING**

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

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

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## **DELIVERABLES**

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

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after

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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 recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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## SECTION I CONTRACT CLAUSES

### APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT

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#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

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

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

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

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

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

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

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

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

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

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

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#### SUBCONTRACTORS/CONSULTANTS

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

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

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

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

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

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.5 - CDRLS, DD Form 1423

Attachment J.6 - QASP

Attachment J.7 - Statement Of Work Acronyms