

2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE 15-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. 1300463216	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 vivian.truman@navy.mil 850-230-7230	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AVIAN, L.L.C 22099 Three Notch Rd, Suite 113 Lexington Park MD 20653		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5356-HR01 10B. DATED (SEE ITEM 13) 16-Dec-2010
CAGE CODE 345J8	FACILITY CODE	[X]

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.217-8 Option to Extend Services (Nov 1999)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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) Judy Switick, General Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Judy Switick (Signature of person authorized to sign)	15C. DATE SIGNED 15-Dec-2014
	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman (Signature of Contracting Officer)
	16C. DATE SIGNED 16-Dec-2014

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to:

1. Incorporate the verbiage for the purchase of materials in the Performance Work Statement.
3. Revise Section H, Substitution of Personnel
2. Revise the Section J, Attachment J,1, CDRL's to add an additional POC (the COR)
3. Exercise Award Term 4 for CLINs 7000 and 9000; with the incorporation of SLINs 700001 and 900001

### Accordingly, said Task Order is modified as follows:

1. The Performance Work Statement (PWS) is revised to incorporate the following paragraph (3.9) for material purchases.

#### **3.9 Material Purchases**

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

2. Section H is revised to remove clause/paragraph "CHANGES IN KEY PERSONNEL" and "POST AWARD CONTRACTOR PERSONNEL APPROVAL" and replaced with the NAVSEA Clause below:

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

3. Section J, CDRLs have been revised to add the COR (Dana Evans) for distribution.

4. In accordance with SECTION I, CONTRACT CLAUSES, under FAR clause 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999), CLINs 7000 and 9000 are hereby fully exercised. In accordance with the Award

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

Term Clause, the contractor has hereby earned Award Term extension for Award Term 4 (CLINs 7000 and 9000).

Section B - Establish New SLINs:

CLIN/SLIN	Type of Fund	From(\$)	By (\$)	To (\$)
700001	RDT&E	████	██████████	██████████
900001	RDT&E	████	██████████	██████████

Section G – Add Accounting and Appropriation Data:

SLIN 700001 PR #TBD ██████████  
 LLA: BH 1751319 C4NV 251 24VCS 0 050120 2D 000000 A00002601946

SLIN 900001 PR #TBD ██████████  
 LLA: BJ 1751319 C4NV 252 24VCS 0 050120 2D 000000 A00002601946

The funding profile for CLINs 7000 and 9000 is as follows:

Cost	██████████
Fixed Fee	██████████
ODC	██████████
Total CPFF	██████████

The TOTAL Task Order funding profile is changed as follows:

	FROM	BY	TO
Cost	██████████	██████████	██████████
Fixed Fee	██████████	██████████	██████████
ODC	██████████	██████████	██████████
Total CPFF	██████████	██████████	██████████

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

The total amount of funds obligated to the task is hereby increased from ██████████  
 ██████████

The total value of the order is hereby increased from ██████████

The Performance Period for Award Term 3 is from 12/16/2014 through 12/15/2015.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 1 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## 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)	8130.0	HR	██████████	██████████	██████████
400001	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400002	R425	Incremental funding for base year direct labor CLIN 4000 (OPN)					
400003	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400004	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400005	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400006	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400007	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400008	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400009	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400010	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
400011	R425	Incremental funding for base year direct labor CLIN 4000 (RDT&E)					
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)	10000.0	HR	██████████	██████████	██████████
400101	R425	Incremental funding for base year direct labor CLIN 4001 (RDT&E)					
400102	R425	Incremental funding for base year direct labor CLIN 4001 (RDT&E)					

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400103	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400104	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400105	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400106	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400107	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400108	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
400109	R425	Incremental funding for base year direct laborCLIN 4001 (RDT&E)					
4002	R425	Provide services for all tasks in accordance with the Statement of Work contained inSection C and Contract Data Requirements List(CDRL), DD1423-2,contained in Section J. AwardTerm 2. (Fund Type - OTHER)	10000.0	HR			
400201	R425	Incremental funding for Awardterm 2 direct labor CLIN 4002 (Fund Type - OTHER)					
400202	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 (RDT&E)					
400203	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 (RDT&E)					
400204	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 (WCF)					
400205	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 (RDT&E)					
400206	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 (RDT&E)					
400207	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 -\$80,000.00 ACRN: BA (RDT&E)					
400208	R425	Incremental funding for AwardTerm 2 direct labor CLIN 4002 -\$309,541.00 ACRN:BA (RDT&E)					
4003	R425	Provide services for all tasks in accordance with the Statement of Work contained inSection C and Contract Data Requirements List(CDRL), DD1423-2,contained in Section J. AwardTerm 3. (Fund Type - TBD)	10000.0	HR			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400301	R425	Incremental funding for AwardTerm 3 direct labor CLIN 4003 -\$30,000.00 ACRN: BB (OPN)					
400302	R425	Incremental funding for AwardTerm 3 direct labor CLIN 4003 -\$80,000.00 ACRN: BC (RDT&E)					
400304	R425	Incremental funding for AwardTerm 3 direct labor CLIN 4003 -\$183,991.00 ACRN:BD (RDT&E)					
400305	R425	Incremental funding for AwardTerm 3 direct labor CLIN 4003 -\$388,980.00 ACRN:BF (RDT&E)					
400306	R425	Incremental funding for AwardTerm 3 direct labor CLIN 4003 -\$55,000.00 ACRN: BE (RDT&E)					

For ODC Items:

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	██████████
600001	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (OPN)			
600002	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600003	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600004	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600005	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600006	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600007	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
600008	R425	Incremental funding for OtherDirect Costs for base year CLIN 6000 (RDT&E)			
6001	R425	Other Direct Cost(ODC) in support of CLIN 4001. Award Term 1. (Fund Type - TBD)	1.0	LO	██████████
600101	R425	Incremental funding for OtherDirect Costs for base year CLIN 6001 (RDT&E)			
6002	R425	Other Direct Cost(ODC) in support of CLIN 4002. Award Term 2. (Fund Type - TBD)	1.0	LO	██████████

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 4 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600201	R425	Incremental funding for OtherDirect Costs for Award Term 2 CLIN6002 (OPN)			
600202	R425	Incremental funding for OtherDirect Costs for Award Term 2 CLIN6002 (OPN)			
6003	R425	Other Direct Cost(ODC) in support of CLIN 4003. Award Term 3. (Fund Type - TBD)	1.0	LO	██████████
600301	R425	Incremental funding for AwardTerm Term 3 OtherDirect Costs CLIN6003 (RDT&E)			
600302	R425	Incremental funding for AwardTerm Term 3 OtherDirect Costs CLIN6003 (Fund Type -TBD)			

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 inSection C and Contract Data Requirements List(CDRL), DD1423-2,contained in Section J. AwardTerm 4. (Fund Type - TBD)	10000.0	HR	\$827,621.83	\$35,092.34	██████████
700001	R425	Incremental funding for AwardTerm 4 Direct Labor CLIN 7000 -\$500,000.00 ACRN:BH (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Cost(ODC) in support of CLIN 7000. Award Term 4. (Fund Type - TBD)	1.0	LO	██████████
900001	R425	Incremental funding for AwardTerm Term 4 OtherDirect Costs CLIN9000 (RDT&E)			

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 5 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK**

#### **FOR**

### **ASSAULT BREACHING SYSTEM INTEGRATION, TEST, AND FINANCIAL MANAGEMENT SUPPORT**

**29 January 2010**

#### **1.0 SCOPE**

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Assault Breaching System's (ABS) Coastal Battlefield Reconnaissance and Analysis (COBRA) and Counter Mine System (CMS) programs are part of a complex system of systems in a critical development, testing, planning and preparation phase for multiple contracts and suppliers. The ABS program requires support personnel experienced with systems and industrial engineering, acquisition, testing, and financial and schedule status to support the TDA in oversight of ABS' COBRA Block I, Block II and Block III and CMS programs. The Contractor shall provide those non-personal technical services to support integration and testing of the programs as well as to support monitoring and maintaining the program's budgeting and schedule process without interruption to the level of support currently being provided to COBRA, CMS, and the Sponsor (PMS 495). Thorough knowledge of the ABS programs, NSWC PCD Project and Business Management System (PBMS Lite), Corporate DataBase (CDB), and the PMS 495 Scorpion Tool is essential.

#### **2.0 APPLICABLE DOCUMENTS**

None

#### **3.0 REQUIREMENTS**

##### **3.1 Weekly Meetings**

The Contractor shall attend weekly COBRA meetings to report on the status of ongoing tasking. The meeting schedule will be developed by NSWC PCD, Code A16; however, meetings will normally be held the first work day of the week.

##### **3.2 Program Meetings**

The contractor shall provide support to program reviews, interface meetings, technical interchange meetings, In Process Reviews, etc at NSWC PCD, the Program Office, or Contractor Facilities as requested. This support will include: 1) technical support with respect to system integration and test set-up; and 2) programmatic support with respect to program scheduling and budgeting plans. A contractor supplied laptop with MS Word, MS PowerPoint, MS Excel and MS Project will be required to support the effort. For these meetings, the contractor may be required to travel to Washington, D.C., Melbourne, FL, Santa Rosa, CA, San Diego, CA, and Patuxent River, MD.

##### **3.3 Master Schedule Tracking**

The Contractor shall prepare and maintain a Master Task Schedule for the ABS Program, including COBRA and CMS. This schedule will document ongoing program tasks, milestones, and issues for both the top-level program and the subset functional areas. The Contractor shall develop a method of tracking the progress of each task that will be approved by the Program Manager and shall update the schedule or develop new schedules as required (estimate bi-monthly). The



CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 6 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Government will provide input in Microsoft Project as well as hard copy, verbal input (conference), and/or electronic mail. Printouts will be required to reflect different data calls such as; all tasks for the fiscal year, project-specific tasks for the fiscal year, equipment requirements, etc.

### **3.4 Program Sponsor Support**

The Contractor shall support the NSWC PC Assault Breaching System (ABS) team in the development of inputs to support PMS 495, the Program Sponsor, and required programmatic budget inputs for NSWC PCD management. This support will primarily be for the Counter Mine System (CMS) and Coastal Battlefield Reconnaissance and Analysis (COBRA) programs of ABS. Financial management support shall consist of documentation, maintenance, organization, and tracking of project funding documents, financial reports, Spend Plans, Project Work Plans, Task Cost Estimates, Job Order Number (JON) lists, and contract status management. Financial documentation updates will be delivered in the form of charts and diagrams on an as required basis (estimate bimonthly). Support shall also include assistance in documentation development and reporting on program acquisition planning and strategy, Milestone Status, Milestone Documents, POM inputs, and WBS financial tracking. The contractor shall review documentation for Quality Control. The Contractor shall update milestones in the NSWC PC Project and Business Management System (PBMS Lite) and shall provide an electronic report of PBMS Lite data in the status reports as required. The Contractor shall update the PMS 495 Scorpion Tool, Program Office on-line planning tool, as required, and provide a monthly financial execution report. A non-disclosure agreement will be required for this contractor support. Deliverables shall consist of printouts and/or electronic copies of PBMS or Scorpion data as needed.

### **3.5 Engineering and Test and Evaluation (T&E) Support**

The Contractor shall provide technical support to NSWC PCD in support of COBRA Test Events. Estimate that 2 major program tests (1 month duration each) will be conducted during each base or award period. Contractor test support will include hardware assembly, building test cables and/or lab assets, setup, maintenance and removal of system components used during testing. Support will also include monitoring testing, ground and in-flight operation of systems, conducting independent analysis, collecting and analyzing data, supporting NSWC PCD analysis, developing test documentation, and assisting in configuration management. Overtime is anticipated for each significant and major test event to support data consolidation, back-up, and analysis. The Contractor shall provide technical documentation outlining the results of any analyses conducted. NSWC PCD Support Codes will provide the primary materials support to the testing; however, on an emergency basis, the Contractor shall supply parts and equipment necessary to support testing and analysis. The Government will provide a vehicle (such as a GEM golf cart, etc) for the Test Event Support and the contractor is authorized to drive the Government vehicle. Testing locations are to include: NSWC PCD; Eglin Air Force Base, FL; Duck, NC; and Patuxent River, MD.

### **3.6 Test Documentation**

The Contractor shall provide T&E support to NSWC PCD during COBRA system testing phases. Support shall encompass assistance with test plan development, test documentation including Flight Briefs, Test Logs, Mission Summaries, and test schedules. The contractor shall assist in the preparation of reports documenting test results. Reports shall include quick-look summaries, including daily situational reports, model-data validation reports, and final reports for each test. Knowledge of the Test Safety Review Committee (TSRC) process is essential. Support shall include collecting source material from team members, electronic preparation, editing, copying, and distribution of finalized test reports. It is estimated 20 copies of the final test reports shall require preparation.

### **3.7 Travel**

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 7 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The annual travel estimate for the effort will require trips to Washington, DC; Patuxent River, MD; Santa Rosa, CA; San Diego, CA; Duck, NC; St Louis, MO; Orlando, FL; Mesa, AZ; Bohemia, NY; Melbourne, FL and Eglin Air Force Base, FL.

3.7.1 The number and duration of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost 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.

**3.8 Monthly Status Report**

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.

**3.9 Material Purchases**

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

**4.0 DELIVERABLES**

All data deliverables shall be submitted in accordance with the attached DD Form 1423.

=====

**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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 8 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid,

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 9 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 10 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 11 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

All deliverables shall be FOB Destination.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 12 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/16/2010 - 12/15/2012
4001	9/1/2011 - 12/15/2012
4002	12/16/2012 - 12/15/2013
4003	12/16/2013 - 12/15/2014
6000	12/16/2010 - 12/15/2012
6001	9/1/2011 - 12/15/2012
6002	12/16/2012 - 12/15/2013
6003	12/16/2013 - 12/15/2014
7000	12/16/2014 - 12/15/2015
9000	12/16/2014 - 12/15/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

### DURATION OF TASK ORDER PERIOD

This task order shall become effective on the date of award and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to four additional years based on the contractor's performance.

The period of performance for the following award-term items are from date of award term extension through 12 months thereafter, estimated at:

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

4000	12/16/2010 - 12/15/2012
4001	9/1/2011 - 12/15/2012
4002	12/16/2012 - 12/15/2013
4003	12/16/2013 - 12/15/2014
6000	12/16/2010 - 12/15/2012
6001	9/1/2011 - 12/15/2012
6002	12/16/2012 - 12/15/2013
6003	12/16/2013 - 12/15/2014
7000	12/16/2014 - 12/15/2015
9000	12/16/2014 - 12/15/2015

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 13 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------



CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 14 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**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. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

=====  
==

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

Procurement Contracting Officer  
Joan R. Troutman, Code CDC1  
110 Vernon Avenue  
Panama City, FL 32407-7001  
[Joan.Troutman@navy.mil](mailto:Joan.Troutman@navy.mil)  
(850)235-5845

Contract Specialist  
Vivian (Mimi) Truman, Code CDC1  
110 Vernon Avenue  
Panama City, FL 32407-7001  
[Vivian.Truman@navy.mil](mailto:Vivian.Truman@navy.mil)  
(850) 230-7230

Contracting Officer Representative  
Dana W. Evans, Code A26  
110 Vernon Avenue  
Panama City, FL 32407-7001  
[Dana.Evans@navy.mil](mailto:Dana.Evans@navy.mil)  
(850) 234-4473

**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 invoice must be provided to the Contracting Officer Representative (COR) and the Contract Specialist identified above.

=====  
==

**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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 15 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

Type of Document (contracting officer check all that apply)

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

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

ISSUE DODAAC	N61331
ADMIN DODAAC	S2101A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	N61331
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	N61331
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	TBD
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:

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 16 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**Larry.Kinsey@navy.mil**  
**Vivian.Truman@navy.mil**

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

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

=====  
 ==

**EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

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

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

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
400001	03268402	██████████
LLA :		
AA 1701319 74NV 253 SASLM 0 068342 2D 005120 Q21310000010		
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND ASSOCIATED ACRN ARE N0002410WX10550 ACRN:AA. THE LLA ACRN REMAINS AS AA FOR THIS SUBCLIN (SEE ABOVE)		
400002	03166662	██████████
LLA :		
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U09CDC04		

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 17 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600001 03166664 [REDACTED]  
LLA :  
AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U09CDC03

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

400003 10600352 [REDACTED]  
LLA :  
AD 1711319 74NV 255 MW495 0 050120 2D 000000 A10000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND  
ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AB. THE LLA ACRN REMAINS AS AD FOR THIS  
SUBCLIN (SEE ABOVE)

400004 10600382 [REDACTED]  
LLA :  
AD 1711319 74NV 255 MW495 0 050120 2D 000000 A10000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND  
ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AB. THE LLA ACRN REMAINS AS AD FOR THIS  
SUBCLIN (SEE ABOVE)

600002 10600383 [REDACTED]  
LLA :  
AD 1711319 74NV 255 MW495 0 050120 2D 000000 A10000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND  
ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AB. THE LLA ACRN REMAINS AS AD FOR THIS  
SUBCLIN (SEE ABOVE)

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

400005 10742032 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RRTL110RLX2

400006 10822920 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RRTL110RLX2

600003 10752107 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RRTL110RLX2

600004 10822925 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RRTL110RLX2

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

400007 11015261 [REDACTED]  
LLA :  
AF 1711319 74NV 255 MW495 0 050120 2D 000000 A20000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND  
ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AC. THE LLA ACRN REMAINS AS AF FOR THIS  
SUBCLIN (SEE ABOVE)

600005 11015257 [REDACTED]  
LLA :  
AF 1711319 74NV 255 MW495 0 050120 2D 000000 A20000623709

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 18 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AC. THE LLA ACRN REMAINS AS AF FOR THIS SUBCLIN (SEE ABOVE)

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05

400008 11248826 [REDACTED]  
LLA :  
AG 1711319 74NV 235 MW495 0 050120 2D 000000 A00000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AA. THE LLA ACRN REMAINS AS AG FOR THIS SUBCLIN (SEE ABOVE)

600006 11300373 [REDACTED]  
LLA :  
AF 1711319 74NV 255 MW495 0 050120 2D 000000 A20000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AC. THE LLA ACRN REMAINS AS AF FOR THIS SUBCLIN (SEE ABOVE)

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

400009 11330947 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RTL110RLX2

600007 11330950 [REDACTED]  
LLA :  
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31RTL110RLX2

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

400010 12173043 [REDACTED]  
LLA :  
AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1103104

400011 12173046 [REDACTED]  
LLA :  
AD 1711319 74NV 255 MW495 0 050120 2D 000000 A10000623709  
FOR FUNDING DOCUMENTATION PURPOSES ONLY; THE DIRECT CITE DOCUMENT NUMBER AND ASSOCIATED ACRN ARE N0002411RX00722 ACRN:AB. THE LLA ACRN REMAINS AS AD FOR THIS SUBCLIN (SEE ABOVE)

600008 12173051 [REDACTED]  
LLA :  
AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1103104

MOD 08 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 09

400101 12173050 [REDACTED]  
LLA :  
AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1103104

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 19 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600101 12173052 [REDACTED]  
 LLA :  
 AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2U1103104

MOD 09 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 10

400102 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00000987969

400103 [REDACTED]  
 LLA :  
 AK 97X4930 NH1D 252 77777 0 050120 2F 000000 A00000987929

MOD 10 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 11

400104 1300261432 [REDACTED]  
 LLA :  
 AL 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137533

400105 1300261433 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137534

400106 1300261434 [REDACTED]  
 LLA :  
 AN 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137536

400107 1300261436 [REDACTED]  
 LLA :  
 AP 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137539

400108 1300261437 [REDACTED]  
 LLA :  
 AQ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137540

400109 1300261435 [REDACTED]  
 LLA :  
 AR 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001137538

MOD 11 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 14

400201 1300329385 [REDACTED]  
 LLA :  
 AS 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001577722

400202 1300327785 [REDACTED]  
 LLA :  
 AT 1731319 C4NV 310 24VCS 0 050120 2D 000000 A00001566800

MOD 14 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 20 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 15

400203 1300344285 [REDACTED]  
LLA :  
AU 97X4930 NH1D 251 77777 0 050120 2F 000000 A00001682110

400204 1300344235 [REDACTED]  
LLA :  
AV 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001682111

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 16

400205 1300346750 [REDACTED]  
LLA :  
AW 1731319 C4NV 252 24VCS 0 050120 2D 000000 A00001702021

600201 1300345599 [REDACTED]  
LLA :  
AX 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001691407

600202 1300345599 [REDACTED]  
LLA :  
AY 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001691407

MOD 16 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 17

400206 1300356638 [REDACTED]  
LLA :  
AZ 97X4930 NH1D 251 77777 0 050120 2F 000000 A00001771125

MOD 17 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 18

400204 1300344235 [REDACTED]  
LLA :  
AV 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001682111

MOD 18 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 19

400207 1300376783 [REDACTED]  
LLA :  
BA 1731319 C4NV 251 24VCS 0 050120 2D 000000 A00001893900

400208 1300376783 [REDACTED]  
LLA :  
BA 1731319 C4NV 251 24VCS 0 050120 2D 000000 A00001893900

MOD 19 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 20

400301 130039459500001 [REDACTED]  
LLA :  
BB 97X4930 NH1D 251 77777 0 050120 2F 000000 A00002057210

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 21 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 20 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 21

400302 130040157100001 [REDACTED]  
LLA :  
BC 1741319 C4NV 251 24VCS 0 050120 2D 000000 A00002107976

400304 130040099800001 [REDACTED]  
LLA :  
BD 1741319 C4NV 251 24VCS 0 050120 2D 000000 A00002104321

MOD 21 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 22

600301 130040324900020 [REDACTED]  
LLA :  
BE 1741319 C4NV 251 24VCS 0 050120 2D 000000 A10002125790

MOD 22 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 23

400305 130041755700010 [REDACTED]  
LLA :  
BF 1741319 C4NV 251 24VCS 0 050120 2D 000000 A00002235187

MOD 23 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 24

400306 130040324900030 [REDACTED]  
LLA :  
BE 1741319 C4NV 251 24VCS 0 050120 2D 000000 A10002125790

MOD 24 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 25

400208 130037678300002 [REDACTED]  
LLA :  
BA 1731319 C4NV 251 24VCS 0 050120 2D 000000 A00001893900

600201 130034559900001 [REDACTED]  
LLA :  
AX 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001691407

600202 130034559900002 [REDACTED]  
LLA :  
AY 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001691407

MOD 25 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 26

600302 130044873800001 [REDACTED]  
LLA :  
BG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002452555



CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 22 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 26 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 27

700001 130046321600010 [REDACTED]  
LLA :  
BH 1751319 C4NV 251 24VCS 0 050120 2D 000000 A00002601946

900001 130046321600011 [REDACTED]  
LLA :  
BJ 1751319 C4NV 252 24VCS 0 050120 2D 000000 A00002601946

MOD 27 Funding [REDACTED]  
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 23 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT 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 [REDACTED] man-hours per labor year, 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:

Fee (Required LOE - Expended LOE)

Fee Reduction = -----

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 24 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Required LOE

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and 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.

=====

**NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

=====

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 25 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**NAVSEA 5252.242-9115 TECHNICAL GUIDANCE**

The Contracting Officer Representative (COR) 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 COR 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 COR and the contractor’s program management personnel. However, written Technical Instructions may be issued at the COR’s discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the COR feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

=====

**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”.

=====

**AWARD TERM PLAN**

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

- a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) 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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 26 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

=====

**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.

=====

**GOVERNMENT FURNISHED INFORMATION (GFI)**

GFI in the form of system documentation; test documentation; budget inputs, documentation, and maintenance; organization, project funding documents, financial reports, spend plans, project work

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 27 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

plans, task cost estimates, and job order number lists will be provided to the contractor throughout the contract period of performance. Disposition of GFI will be made at contract completion.

=====

**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.

=====

**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.

=====

**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.**

=====

**RELEASE OF INFORMATION**

All technical data provided to the contractor by the Government and/or by the contractor for the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 28 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

=====

**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.

=====

**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.

=====

**KICK-OFF MEETING**

The Contractor shall coordinate with the Contracting Officer Representative (COR) 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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 29 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**SECTION I CONTRACT CLAUSES**

**APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT**

=====

Additionally, these are also included:

**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.

=====



CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 30 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation) (Feb 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

=====

**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.

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 31 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

CONTRACT NO. N00178-08-D-5356	DELIVERY ORDER NO. HR01	AMENDMENT/MODIFICATION NO. 27	PAGE 32 of 32	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT J.1 - CDRLS, DD FORM 1423

ATTACHMENT J.2 - QUALITY ASSURANCE SURVEILLANCE PLAN

ATTACHMENT J.3 - KEY PERSONNEL

ATTACHMENT J.4 - COR APPOINTMENT LETTER