

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
01

3. EFFECTIVE DATE
24-Sep-2015

4. REQUISITION/PURCHASE REQ. NO.
1300528127

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
jenetta.langston@navy.mil 850-235-5362

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
GENERAL DYNAMICS INFORMATION TECH., INC.
3211 Jermantown Road
Fairfax VA 22030-2844

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4012-HR21

10B. DATED (SEE ITEM 13)

27-Sep-2015

CAGE CODE
07MU1

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:
[X]	D. OTHER (Specify type of modification and authority) 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor [X] 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)	
		Mary F Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Mary F Hines (Signature of Contracting Officer)	25-Sep-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

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to: 1) Add incremental funding in the amount of \$28,000.00. 2) Revise Section J Attachment J.4 with a finalized DD Form 254. 3) Add Attachment J.5 "COR Appointment Letter-David Vaught" to Section J.

Accordingly, said Task Order is modified as follows:

- 1) SLIN 700007 has been incorporated into the Task order and funded in the amount of \$25,000.00.
- 2) SLIN 900002 has been incorporated into the Task order and funded in the amount of \$3,000.00.

As a result of this modification, Section J has been updated.

As a result of this funding, NAVSEA Clause 5252.232-9104, Allotment of Funds, contained in Section H has been updated.

The period of performance for each CLIN is identified in Section F Deliverables or Performance.

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 \$309,500.00 by \$28,000.00 to \$337,500.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700007	Fund Type - OTHER	0.00	25,000.00	25,000.00
900002	Fund Type - OTHER	0.00	3,000.00	3,000.00

The total value of the order is hereby increased from \$2,266,060.00 by \$0.00 to \$2,266,060.00.

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

CLIN/SLIN	From	To
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CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 42	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
7000	R425	See Section B, Notes A and D. The Contractor shall provide non personal services for Logistics Support for the US Navy Diving and Life Support (DLSS) Programs in accordance with Section C, Performance Work Statement; the Contract Data Requirements List in Section J; and all other Section J attachments. (Fund Type - TBD)	29156.0	LH	██████████	██████████	\$1,665,035.00
700001	R425	Incremental Funding, Purchase Requisition 1300520050 (OPN)					
700002	R425	Incremental Funding, PR 1300527844 (OPN)					
700004	R425	Incremental Funding, PR 1300528127 (OPN)					
700005	R425	Incremental Funding, PR 1300528182 (OPN)					
700006	R425	Incremental Funding, PR 1300528469. 10 U.S.C. 2410(a) Authority is hereby invoked. (O&MN,N)					
700007	R425	Incremental Funding, PR#1300528176 10 U.S.C. 2410(a) Authority is hereby invoked. (Fund Type - OTHER)					
7001	R425	See Section B, Notes A, B and D. The Contractor shall provide non personal services for Logistics Support for the US Navy Diving and Life Support (DLSS) Programs in accordance with Section C, Performance Work Statement; the Contract Data Requirements List in Section J; and all other Section J attachments. (Fund Type - TBD) Option	29156.0	LH	██████████	██████████	\$1,660,409.00
7002	R425	See Section B, Notes A, B and D. The Contractor shall provide non personal services for Logistics	29156.0	LH	██████████	██████████	\$1,676,343.00

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Support for the US Navy Diving and Life Support (DLSS) Programs in accordance with Section C, Performance Work Statement; the Contract Data Requirements List in Section J; and all other Section J attachments. (Fund Type - TBD)					
		Option					
7003	R425	See Section B, Notes A, B and D. The Contractor shall provide non personal services for Logistics Support for the US Navy Diving and Life Support (DLSS) Programs in accordance with Section C, Performance Work Statement; the Contract Data Requirements List in Section J; and all other Section J attachments. (Fund Type - TBD)	29156.0	LH	██████████	██████████	\$1,688,946.00
		Option					
7004	R425	See Section B, Notes A, B and D. The Contractor shall provide non personal services for Logistics Support for the US Navy Diving and Life Support (DLSS) Programs in accordance with Section C, Performance Work Statement; the Contract Data Requirements List in Section J; and all other Section J attachments. (Fund Type - TBD)	29156.0	LH	██████████	██████████	\$1,702,182.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	See Section B Note C and D. Not to Exceed Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7000. (Fund Type - TBD)	1.0	LO	\$601,025.00
900001	R425	Incremental Funding, PR 1300527847 (OPN)			
900002	R425	Incremental Funding, PR#1300528176 10 U.S.C. 2410(a) Authority is hereby invoked. (Fund Type - OTHER)			
9001	R425	See Section B Note B, C and D. Not to Exceed Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7001. (Fund Type - TBD)	1.0	LO	\$610,782.00
		Option			

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9002	R425	See Section B Note B, C and D. Not to Exceed Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7002. (Fund Type - TBD) Option	1.0	LO	\$621,067.00
9003	R425	See Section B Note B, C and D. Not to Exceed Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7003. (Fund Type - TBD) Option	1.0	LO	\$631,771.00
9004	R425	See Section B Note B, C and D. Not to Exceed Other Direct Costs (ODCs) for Materials and Travel in support of CLIN 7004. (Fund Type - TBD) Option	1.0	LO	\$642,690.00

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (See FAR Part 16.306(d))

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

NOTE B: OPTION

CLIN which may be unilaterally exercised.

NOTE C: ODC

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating this note, 10 U.S.C. 2410(a) authority applies authorizing use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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

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

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

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CLIN	PERIOD OF PERFORMANCE	LABOR HOURS	FIXED FEE PER LABOR HOUR
7000	26 Sep 2015 - 25 Sep 2016	29,156.00	■
7001	26 Sep 2016 - 25 Sep 2017	29,156.00	■
7002	26 Sep 2017 - 25 Sep 2018	29,156.00	■
7003	26 Sep 2018 - 25 Sep 2019	29,156.00	■
7004	26 Sep 2019 - 25 Sep 2020	29,156.00	■

(End of Text)

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR US NAVY DIVING AND LIFE SUPPORT (DLSS) PROGRAM LOGISTICS SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) is the In-Service Engineering Agent (ISEA) for United States Navy (USN) Diving and Life Support Systems (DLSS). This Performance Work Statement (PWS) identifies the logistics and technical support requirements needed for the various diving and life support programs and their associated systems. These systems include, but are not limited to, Chamber Air and Oxygen Systems (CAOS), Diver Diesel Portable Air Compressor, Expeditionary Hyperbaric Chamber System (EHCS), Fly-Away Dive System Air and Mixed Gas (FADS III), Gas Transfer Pump Assembly (GTS), Light Weight Dive System MK 3 Mod 0 (LWDS), MK 2 Mod 1 Flotation Bladder, MK 5 ORCA Lift System, MK 7 Mod 0 Deep Water Lift System (DWLS), MK 16 Mod 0/1 Underwater Breathing Apparatus (UBA), MK 20 and MK 21 Surface Supplied Diving System (SSDS), MK 24 Mod 0 FFM, Mobile Support Facility (MSF) Fly-Away Recompression Chamber System (FARCC), Oxygen Transfer Pump Assembly (OTPA), Rapid Deployable Oxygen Transfer Pump System (RDOTPS), Recon Dry Weapon Bag Variant, Saturation Fly-Away Diving System (SATFADS), Secumar Life Vest, Self-Contained Underwater Breathing Apparatus (SCUBA), Standard Navy Double Lock Recompression Chamber System (SNDL), Transportable Recompression Chamber System (TRCS), VIPER Very Shallow Water (VSW) UBA.

1.1 Acronyms

AA	Atomic Absorption
APL	Allowance Parts List
CAOS	Chamber Air and Oxygen Systems
CASREP	Casualty Reports
CBT	Computer Based Training
CCB	Configuration Control Board
CDDFM	Combat Divers Full Face Mask
CFD	Computation Fluid Dynamic
COC	Certificate of Conformance
COR	Contracting Officer Representative
CQBE	Close Quarter Battle Equipment
D-level	Depot Level
DLSD	Diving and Life Support Depot
DLSS	Diving and Life Support Systems
DSS	Deep Submergence Systems
DTD	Data Type Definitions
DWLS	Deep Water Lift System
ECD	Electron Capture Detection
ECP	Engineering Change Proposal
EHCS	Expeditionary Hyperbaric Chamber System
EOD	Explosive Ordnance Detachment
FADS III	Fly-Away Dive System Air and Mixed Gas
FAR	Failure Analysis Reporting
FARCC	Fly-Away Recompression Chamber System
FEA	Finite Element Analysis
FID	Flame Ionization Detection
FOSI	Formatted Output Specification Instance
FT-IR	Fourier Transform Infrared

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

GC	Gas Chromatography (TCD)
GFE	Government Furnished Equipment
GTS	Gas Transfer Pump Assembly
HPC	High Performance Liquid Chromatography
IC	Ion Chromatography
ICP	Inductive Coupled Plasma
ISE	In-Service Engineer
LC-MS	Liquid Chromatography/Mass Spectrometry
LWDS	Light Weight Dive System
MEC	Military Essentiality Codes
MIP	Maintenance Index Pages
MRC	Maintenance Requirement Cards
MSD	Mass Spectrometer Detection
MSF	Mobile Support Facility
NDT	Non-Destructive Testing
NSN	National Stock Number
NAVSUP WSS	Naval Supply Systems Command Weapons System Support
NSW	Naval Special Warfare
NSWC PCD	Naval Surface Warfare Center Panama City Division
OEM	Original Equipment Manufacturer
O-level	Organizational Level
OQE	Objective Quality Evidence
OTPA	Oxygen Transfer Pump Assembly
PCO	Procuring Contracting Officer
PQL	Practical Quantitation Limits
PTD	Provisioning Technical Documentation
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
RCM	Reliability Centered Maintenance
RDOTPS	Rapid Deployable Oxygen Transfer Pump System
R&M	Reliability and Maintainability
SATFADS	Saturation Fly-Away Diving System
SCORM	Shareable Content Object Reference Model
SCUBA	Self-Contained Underwater Breathing Apparatus
SMR	Source, Maintenance and Recoverability
SNDL	Standard Navy Double Lock Recompression Chamber System
SSDS	Surface Supplied Diving System
TCD	Thermal Conductivity Detection
TDP	Technical Data Package
TMCR	Technical Manual Contract Requirement
TMER	Technical Manual Evaluation Report
TOC	Total Organic Carbon
TRCS	Transportable Recompression Chamber System
UBA	Underwater Breathing Apparatus
UID	Unique Identification
USN	United States Navy
VSW	Very Shallow Water
VTC	Video Teleconferencing

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this performance SOW to the extent specified herein. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

guidance only. The documents listed in SOW paragraphs 2.1 and 2.2 can be obtained at <http://assist.daps.dla.mil/quicksearch/>

2.1 Military Standards

None

2.2 Military Specifications

- | | | |
|----|----------------|---|
| a) | MIL-DTL-19595D | Magnetic Effect Limits for Non-magnetic Equipment used in The Proximity of Magnetic Influence Ordnance (as applicable) |
| b) | MIL-STD-3034A | Reliability-Centered Maintenance (RCM) Process |
| c) | MIL-M-24784 | Manuals, Technical: General Acquisition And Development Requirements (Note: Portions of this document are cancelled and superseded by MIL-DTL-24784C) |
| d) | MIL-STD-1330D | Precision Cleaning and Testing of Shipboard Oxygen, Helium, Helium-Oxygen, and Nitrogen Systems |
| e) | MIL-STD-38784A | Standard Practice for Technical Manuals - General Style and Format Requirements |

2.3 Other Documents

- | | | |
|----|-----------------------|--|
| a) | MIL-HDBK-29612-2A | Instructional Systems Development/Systems Approach To Training and Education |
| b) | S9074-AQ-GIB-010/248 | Welding and Brazing: Procedure and Qualifications |
| c) | S9074-AR-GIB-010/278 | Welding and Castings Standard |
| d) | NAVEDTRA 130 (series) | Task Based Curriculum Development Manual |
| e) | SS521-AA-MAN-010 | US Navy Diving and Manned Hyperbaric System Safety Certification Manual |

Specs and Standards are readily available via <http://everyspec.com>

3.0 REQUIREMENTS

The contractor shall provide all appropriate technical, administrative and material support necessary to complete the tasks outlined by this PWS.

3.1 Logistics and Program Support

Using Government provided information, the contractor shall provide logistics and program support, to include project planning, preparing technical reports and presentations, update spares costs for systems support, program general ledger and expenditures, analyzing program support requirements of EOD, NSW, and Fleet diving operations and related systems and equipment. The contractor shall assess the impact of engineering change proposals (ECP) on logistic support of diving and related systems and equipment, participate in meetings, and provide input to or prepare program and logistics schedules. The contractor shall develop, review, update, and maintain ILS documentation for EOD, NSW, and Fleet equipment and related systems and equipment as identified in the PWS. (CDRL A001)

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.1.1 Technical Manuals

The contractor shall create or revise life support equipment technical manuals based on Government Furnished Information. Technical manual work shall be in accordance with appropriate sections of MIL-M-24784 and MIL-STD-38784 along with the Technical Manual Contract Requirement (TMCR). The contractor shall consult with the Contracting Officer's Representative (COR) and the Original Equipment Manufacturer (OEM), as appropriate, in the development and revising of the manual(s). The contract shall use Auto-Cad 14 or greater and digital photos for the generation of graphics used in the manual. The manual will be created in EPIC Editor version 5.1. The Data Type Definitions (DTD) and Formatted Output Specification Instance (FOSI) will be provided by the Government. The contractor shall conduct a validation and verification of the technical documents in accordance with the TMCR provided as GFI. The contractor shall conduct In-Process reviews at the 30%, 60% and 90% completion levels with manuscripts provided to the Navy, two weeks prior to review. Changes/errors found during these reviews shall be included in the Technical Manual Evaluation Report (TMER). (CDRL A002 and A023)

3.1.2 Planned Maintenance System (PMS) Documentation

The contractor shall conduct Reliability Centered Maintenance (RCM) analysis in accordance with MIL-P-24534A and produce Maintenance Index Pages (MIP) and Maintenance Requirements Cards (MRC). (CDRL A003 and A004)

3.1.3 Supply Support

The contractor shall review all appropriate technical data provided as Government Furnished Information (GFI) against the Allowance Parts List (APL) and recommend changes. APL items include review of Military Essentiality Codes (MECs) and Source, Maintenance and Recoverability (SM&R) codes. The contractor shall ensure that provisioning reflects proper maintenance and support requirements of approved system configurations; monitor Maintenance Material Management (3-M) reports, Casualty Reports (CASREPs), and other data to determine whether equipment is properly supported. The contractor shall be responsible for the maintenance of the Provisioning Technical Documentation (PTD) and shall interact and maintain coordination with Naval Supply Support Command Weapons Systems Support (NAVSUP WSS) in Mechanicsburg, including provisioning parts list, on-board repair parts lists, and APL/AELs. PTD shall be maintained in ICAPS format. For Mobile Support Facility (MSF) and Diving and Life Support Depot (DLSD) the contractor shall provide purchasing, cataloging, and inventory control support as identified in sections 3.1.4 and 3.2.4 of this PWS. (CDRL A005)

3.1.3.1 Government Materials

The contractor shall document that the supplies, materials, and parts ordered meet the specified documentation requirements for parts used in certified USN Diving and/or Life Support Systems. The contractor shall also catalog, and maintain inventory levels as outlined within the depot requirements for inventory control. The contractor shall verify that the supplies, materials, and equipment meet NSWC PCD documentation requirements. The contractor shall compare materials ordered against engineering drawing and other technical data requirements, and record areas of non-conformance for supplies, materials, and equipment. The contractor shall verify and ensure all applicable testing requirements have been met in accordance with all drawings and specifications. (See paragraph 3.1.4 Inventory Management Support, for associated detailed requirements)

3.1.4 Inventory Management Support (CDRL A006)

3.1.4.1 Functions

The contractor shall be responsible for all functions required to provide inventory management support, as follows:

- **Receiving.** The contractor shall receipt for and unload incoming Government- furnished material and shall move the incoming material into the receiving area of the storage facility.
- **Incoming Inspection.** The contractor shall inspect all incoming material to identify and verify the quantity of materials received and inspect the condition of the material. The contractor shall record and report to the COR when receiving discrepancies such as incorrect or damaged materials. Obvious damage shall be noted by the contractor on the delivery document at the time of delivery.
- **Material Identification and Marking.** The contractor shall mark incoming material with sufficient detail as

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

to relate the requisition number, contract number, contract nomenclature, CLIN, serial number, part number, and National Stock Number (NSN).

- **Issue.** The contractor shall issue material to authorized recipients in accordance with Government furnished information. The contractor shall remove requested material from bin/storage area and issue or stage for shipment or transportation. Accurate records of all issue transactions shall be retained by the contractor and copies shall be provided to the receiving activity.

- **Points of Contact.** The contractor shall designate and provide to the COR in writing a point of contact for performing emergency packaging, shipping, and/or receiving material or equipment beyond the normal hours of 0700 to 1600 on weekdays, and 24 hours on Saturdays, Sundays, and holidays.

3.1.4.3 Storage and Material Handling

The contractor shall ensure that all items are properly protected and stored. Storage of material and equipment shall be in accordance with procedures approved by the COR. The contractor shall arrange all items in safe and protective storage in a manner to facilitate stock control, physical inventory, issue, and security. Highly pilferable items (as identified by the COR) shall be safeguarded and controlled. The contractor shall be responsible for all material handling within the storage facility and incident to receiving into and shipping from the facility. The contractor shall be responsible for the safe operation of all material handling equipment, and be properly trained and licensed to operate the equipment (i.e. forklifts, etc.).

3.1.4.4 Preparation and Shipment

The contractor shall package all material to be shipped commercially to a level of protection consistent with commercial packaging. Material to be shipped via government transportation shall be packaged in tri-wall containers or other suitable containers to meet military transportation requirements. The contractor shall furnish marking instructions for each shipment. Material shipments to both CONUS and overseas destinations will be required. The contractor shall interface with shipper, document, and transport to the shipping point all material shipments from the storage facility. Shipments are to be made by the most cost effective means to meet the required delivery date, as determined by the COR.

3.1.4.5 Supply Control Records

The contractor shall establish and maintain a system of material control records. These records shall reflect a running account of material status from initial request to final disposition. All material transactions shall be readily identifiable to the respective requisition numbers and job orders.

- The contractor shall prepare and use those material disposition and control forms and records specified by the COR.

- The contractor shall maintain requisition files, which shall contain material and equipment transaction records affording an audit trail from initial request to final disposition of material and equipment. The technical files and records generated in the performance of this contract shall be maintained by the contractor for the duration of the contract and shall be Government property and returned to the Government at expiration of the contract.

- The contractor shall develop, follow, and maintain written procedures for detailed examination and technical review of all material transactions and related documents. The procedures shall be subject to review and approval by the COR, and shall cover the following, at a minimum: Assignment of responsibilities for detailed examination, review, and approval of documents; Procedural flow of documentation; Check lists to be used in detailed examination review and approval of documents; Method of ensuring timely response to requests for status reports, and follow-up action; Methods for providing ready detection of discrepancies and timely, positive, corrective action.

- The supply management and control records shall be secured by the contractor in a manner to preclude unauthorized access to the files.

3.1.5 Configuration Management Support

The contractor shall support EOD, NSW, and Fleet configuration management programs to include configuration

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

identification, configuration control methods, and configuration status accounting. The contractor shall participate in Configuration Control Board (CCB) reviews as defined by the Configuration Management Plan(s). The contractor also shall support inventory and supply actions necessary to maintain Fleet availability, and develop, review, update, and maintain Configuration Management Plans and Class Maintenance Plans. (CDRL A007)

3.1.6 Reliability, Maintainability, and Availability Support

The contractor shall maintain reliability and maintainability monitoring and assessment program that includes provisions for collection of R&M data (example: Mobile MK 1 Mod 0 Support Facility). When requested, engineering analyses of failures shall be conducted by the contractor and the results provided to the Government.

The contractor shall provide analyses to determine operational and maintenance performance measures; identify design and maintenance problems; and provide input to existing and/or future data repositories for use in determining future design and support requirements. (CDRL A008 and A009)

3.1.7 Assembly and Refurbishment Support

The contractor shall disassemble and assemble, refurbish, test, troubleshoot, and document systems in accordance with the Government furnished technical documentation for all of the systems listed in paragraph 1.0 of this PWS.

The contractor shall travel, as required, to ensure proper installation and testing of these systems (see paragraph 3.7, Travel). (CDRL A010)

3.1.8 Safety Program

The contractor shall support the various EOD, NSW and Fleet diving systems safety programs to identify potential safety risks inherent in the design, manufacture, and operation of systems and where feasible, identify any mitigating effects, which may reduce and/or eliminate these risks. (CDRL A011)

3.1.8.1 Safety Reviews

The contractor shall conduct safety reviews of proposed Engineering Change Proposals (ECPs), analyze safety deficiency reports, analyze results of failure analyses, and recommend corrective action when appropriate.

3.1.8.2 NAVSEA Supervisor of Diving and Salvage (SEA 00C)

The contractor shall participate and support SEA 00C diving safety certification meetings. During the meetings, the contractor shall gain and maintain technical proficiency and knowledge in current regulations and procedures required to maintain DLSS in a safe and effective manner in accordance with all applicable SEA 00C policies.

3.1.9 Presentation Material, Agendas, and Meeting Minutes

The contractor shall participate in diving and life support related quarterly program meetings, monthly planning sessions and issues meetings, to stay abreast of program plans and status. The contractor shall provide support to various meetings by developing presentation materials, agendas, and recording and preparing meeting minutes. The contractor shall host meetings at the contractor's facility for up to 25 participants per meeting. Contractor's facilities shall be able to provide video teleconferencing (VTC) capabilities and on-line, web-based meeting support. (CDRL A012, A013 and A014)

3.2 Fleet Technical Support

The contractor shall provide engineering and technical support to include design, analysis, troubleshooting, installation, retrofit, maintenance, physical configuration audits and new products developed by other manufacturers/contractors, and test and evaluation. The contractor shall provide engineering and technical support that includes capabilities in, but is not limited to system electrical, mechanical, computer systems, acoustics, safety, and naval architecture engineering disciplines. This support may be needed for new concept systems, in-development systems, or in-service systems.

3.2.1 Technical Documentation

The contractor shall provide support to the Government in the development, review, update and maintenance of technical documentation and associated lists. This documentation will consist of engineering drawings and parts lists, specifications, technical reports, design documentation, technical data packages, failure reports, engineering

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

change documentation, test plans, test reports, and temporary alteration packages for DLSS and related programs. (CDRL A015)

3.2.2 Fleet Support (CDRL A016)

Technical support shall be provided to the Fleet including on-site system troubleshooting and reporting, technical support assistance. The contractor shall:

- Analyze operational and maintenance data to determine design defects;
- Recommend corrections or improvements;
- Develop engineering changes and/or alterations; and
- Review engineering changes for impact on performance, reliability, cost, safety, and logistic support.

The contractor shall be familiar with the requirements and procedures necessary to manage systems covered by magnetic signature restrictions and procedures. For purposes of this effort, the magnetic signature issues apply to specific EOD systems only. This knowledge includes the requirements and procedures needed to manage non-magnetic systems and equipment as described by MIL-DTL-19595D, Magnetic Effect Limits for Non-magnetic Equipment used in the Proximity of Magnetic Influence Ordnance.

The contractor shall be familiar with the requirements and procedures necessary to manage a life support system. This knowledge includes, but is not limited to the procedures of the U.S. Navy Diving Manual, the U.S. Navy Diving and Manned Hyperbaric System Certification Manual, and the Explosive Ordnance Disposal Configuration Management Plan.

3.2.3 Training Support

The contractor shall develop, review, and update formal training materials for operator and maintenance courses. Curriculum includes the training plans, lesson plans, trainee guides, and instructional media materials in accordance with NAVEDTRA 130 (series) and MIL-HDBK-29612-2. (CDRL A016)

3.2.4 Depot Maintenance Support (CDRL A017 and A018)

The Fleet, EOD and NSW diving systems maintenance support is based on two levels of maintenance: organizational level (O-level) and depot level (D-level). O-level maintenance is performed by the Fleet user, which may include periodic checks of equipment performance, visual inspections, equipment servicing, external adjustments, and removal and replacement of authorized components. D-level repair is any repair/maintenance procedure beyond the planned capability of the Fleet user. D-level repair is initiated either by direct Fleet input of repairable items, or by NAVSUP WSS transfer of repairable materials to the Depot facility. Depot actions may include complete overhaul, refurbishment, detailed calibration, and/or complex repairs or modifications. The contractor shall provide depot maintenance support required to maintain the applicable system in a safe and operational state of readiness. This support shall be provided on an as-needed basis for the duration of the task order. Repair and/or replacement turnaround time shall be less than 120 days. The contractor shall establish receiving, storage, and issue points for material, components, and repair kits. The contractor shall identify and support both on-board and depot repair parts requirements to optimize the systems operational availability throughout the life cycle of the system. The contractor shall provide documentation from receipt of material to delivery of system end item, otherwise known as Objective Quality Evidence (OQE). Purchase order documentation and Certificates of Conformance (COC) shall be maintained by the contractor and inserted as required into the system certification notebooks. This support shall include the following:

3.2.4.1 Certifications

Certification documentation as required by the U.S. Navy Diving and Manned Hyperbaric Systems Safety Certification Manual, SS521-AA-MAN-010, and further amplified by the System Certification Authority (SCA), Naval Sea Systems Command, shall be maintained in a file. (CDRL A018)

3.2.4.2 System Cleaning Certificates

System oxygen cleaning shall be performed by a NAVSEA-approved cleaning facility that performs cleaning and

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

hydrostatic testing processes IAW MIL-STD-1330D. Cleaning certification documents shall be provided for each component and subassembly repaired or replaced within the Scope of Certification. The contractor shall be responsible for tracking, scheduling, completing, and logging all oxygen cleaning certifications, testing requirements, and material certification data supplied with these components. (CDRL A018)

3.2.4.3 System Weld Certificates

The contractor shall provide weld inspection certification for each weld conducted during repair, overhaul, or refurbishment. Contractor quality control personnel certified as level II or level III inspectors shall conduct the required NDT and provide documentation for each inspected weld. (CDRL A018)

3.2.4.4 Weld Procedure Certifications

The contractor shall provide documented evidence of NAVSEA approved weld procedures and shall certify each procedure in accordance with MS9074-AQ-GIB-01-/248, MSS9074-AR-GIB-01-/278, and current applicable ANSI weld standards. (CDRL A018)

3.2.4.5 Repairs, Refurbishment's and Overhauls (CDRL A018)

The contractor shall provide adequate environments to conduct all required repairs, refurbishment's, or overhauls of the MK 1 Mod 0 MSF, MK 16 UBA (all variants), and Fleet Surface Supplied Diving Systems. Environments shall include:

- Sufficient controlled storage area to adequately segregate program materials from other materials.
- Environmentally controlled storage area for electronic equipment, valves, gauges, soft goods, and other material and components affected by environmental conditions.
- An "oxygen safe" assembly area in accordance with MIL-STD-1330D:
- An enclosed work area.
- Climatically controlled work are (72°F ± 10°F)
- No oil or grease within the immediate work area.
- As free as possible of dust and debris.
- A clean, nonporous work surface.
- Personnel traffic must be restricted to the area.
- Work are must be well lighted.
- Tools shall be clean and designate for "O² USE ONLY".
- Personnel shall have clean hands, face, and wear clean clothing.
- Area shall be clearly marked: "RESTRICTED - O² SAFE AREA" and "NO SMOKING, EATING OR DRINKING."
- A light industrial machine shop.
- A light industrial weld shop including MIG, TIG, Plasma Arc, and automatic weld capabilities.
- Gross cleaning and hydrostatic test facilities.
- Electronic Security Monitoring.

3.2.4.6 Depot Spare Parts

The contractor shall provide the procedures, and techniques used to acquire, catalog, receive, store, transfer, and

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

issue all necessary parts, components, and systems in a timely as directed by the COR. All depot level spare and repair parts requirements shall be filled by the contractor managed inventories. The contractor shall replenish spare parts annually for the EOD Mobile Support Facility, Oxygen Transfer Pump Assembly, and the MK 16 MOD 1 and Viper Underwater Breathing Apparatus. (CDRL A018)

3.3 Flow Analysis Support

The contractor shall provide intensive 3D modeling and related support for finite element analysis (FEA) methods in the areas of structural, thermal, and computation fluid dynamic (CFD) analysis. The modeling to be done is that typically associated with a complete and complex finite element or finite difference computer model. The contractor shall conduct the pre-processing phase of analysis consisting of data collection to determine geometry and boundary conditions, data organization for analysis, review for previous test results and applicability for analysis. The contractor shall provide support in configuring the necessary hardware and software to support the analysis efforts as determined by sponsor needs. The contractor shall create sketches and pictures necessary to document and explain the analysis effort, along with creation of 2D and 3D parametric geometry. Preliminary meshing of analysis models will also be conducted where necessary. The contractor shall participate in the actual analysis phase to aid in determining geometric anomalies and to correct geometry for that particular analysis or subsequently more detailed analysis. The contractor shall also aid in the development of post processing results for visualization and understanding, creation of documents to view analysis results, data analysis for development of further analysis and test plans, providing sketches and drawings for test plans to aid in the post processing of results. The contractor shall support this modeling effort at remote locations when required. For this effort, information required to develop the items necessary for the analysis and provide them to the government will be provided by Internet or physical communication. (CDRL A019)

3.4 Deep Submergence Systems (DSS) Support

The contractor shall conduct operational reviews and provide approval of all cognizant DSS Diving and Hyperbaric Systems, associated equipment, and procedures in support of PMS 394. This support is required for certification using the System Certification Procedures and Manual for Deep Submergence Systems. This certification requires medical authority approval for items specifically in the area of life support breathing gas purity and screening for potential atmospheric contaminants. The contractor shall provide technical support in the area of diver breathing gas life support requirements, off-gas testing and analysis, and diving medicine relative to decompression, treatment and abort procedures, diving equipment, diving operations and training. (CDRL A020)

3.5 Dive Locker Technician Support

The Contractor shall provide on-site support for Senior Dive Locker Technician(s). The technician(s) shall be certified as MK 16 Mod 0/1 Underwater Breathing Apparatus (UBA) technician(s) and Viper UBA technician(s). MK16 and Viper technician(s) shall travel to support Dive Lockers at EOD and NSW commands at Norfolk, VA; San Diego CA; Guam, M.I; Sasabo, Japan; Rota, Spain; and Honolulu, HI; however, other destinations may be added at the discretion of the COR with approval by the Contracting Officer.

3.6 Materials Analysis (CDRL A006)

The contractor shall conduct research related to material treatments and coatings, degradation effects, matrix characterizations, and the fundamental chemical and biological interactions applicable to marine environments.

- Performers shall provide setup, sampling, analysis, reporting, and other support for field-related activities.
- Performer shall perform instrumental analysis on samples comprised of chemical and/or biological substrates within sediment/soil, aqueous, solvent, and or gas phase matrices. Instrumental analysis may include the following:
 - High Performance Liquid Chromatography (HPLC), Total Organic Carbon (TOC), Ion Chromatography (IC), Inductive Coupled Plasma (ICP), Atomic Adsorption (AA), Fourier Transform Infrared (FT-IR), Liquid Chromatography/Mass Spectrometry (LC-MS)
 - Gas Chromatography (GC) in conjunction with Mass Spectrometer Detection (MSD), Flame Ionization Detection (FID), Thermal Conductivity Detection (TCD), Electron Capture Detection (ECD), or similar.
 - Purge and trap, thermal desorption, and cryogenic trapping capabilities associated with instrumental analyses.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Scanning Electron Microscopy (SEM), BET Analysis or similar particle or surface analysis capabilities.
- The contractor shall provide quality control (QC) and quality assurance (QA) documentation for each set of analyses. Examples include MS auto tune parameters, Practical Quantitation Limits (PQLs) or replicate injections of a test standard, blind sample checks, blank instrument baselines, and biological-related control plating.

3.7 Contracting Officer's Management Report

The Contractor shall produce a monthly status report that is delivered to the cognizant program manager, PCO, and technical point of contact that includes work accomplished, percent completed, problem areas, significant results, recommendations, work planned for the next month. Financial information shall also be documented in the status report and include delivery order ceiling, expenditures (including fee), percentage spent, billable hours expended during current reporting period, and total labor hours expended. The monthly report shall be delivered via e-mail in MS Word format to the Government by the 15th of the month for the preceding month. (CDRL A021)

3.8 Travel

The contractor shall complete approximately 20 trips annually for this tasking. Travel expenses are limited by the Government Travel Regulations. Travel may be required to the following locations in the performance of tasking under this PWS: Washington, D.C.; Florida –Eglin Air Force Base, Fort Walton, Jacksonville; California –San Diego, Coronado; Virginia – Norfolk, Williamsburg, Virginia Beach, Little Creek, Dam Neck; Hawaii – Honolulu, Kaneohe Bay; Nevada – Reno; Indian Head, MD, Davenport, IA ; Spain- Rota; Guam; and other locations as necessary to support program requirements. (CDRL A022)

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.

3.10 Navy Enterprise Resource Planning (NERP) Access

(a) Upon request from the COR, Contractor personnel limited access to the NERP System will be required. Prior to accessing any NERP System, Contractor personnel shall contact the applicable Navy Marine Corps Intranet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website. Once an NMCI account has been established, the Contractor shall submit a request for NERP access and the role required via the COR to the Competency Role Mapping Point of Contact. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping Point of Contact (POC), identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) The Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required to maintain access to required systems.

(c) For DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html> . DIRECTIONS: On the right side under "IA Training:" select "Training Available Online". On the

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

(d) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC).

3.11 Government Space

This task shall be performed at the Government's facility located at:

Naval Surface Warfare Center - Panama City Division
110 Vernon Avenue
Panama City, Fl. 32407-7001

The Government will provide work space for up to 5 personnel under this order for Depot Maintenance. Specific locations will be provided at time of award of the task order. The space provided will be identified as to the company name and individual contractor employee name. The Government will supply access to all the necessary equipment to perform all the tasks listed in this PWS. These will include phone, fax machine, and NMCI computer. The Government will supply all consumable materials such as paper, printer cartridges, as well as all equipment and support equipment peculiar and common, as needed to execute the PWS.

Access to Government buildings at NSWCPCD is from 0600 to 1800 Monday through Friday, except Federal Holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building or facility whenever Contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings at NSWCPCD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

In the event that NSWCPCD operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" and may not be granted access to NSWCPCD. In this event, Contractor personnel shall follow the procedures and guidance of their parent company.

3.12 Quality Assurance

This functional area consists of applying engineering and analytical disciplines to ensure that the processes and products used in the performance of this PWS result in quality products. The Contractor shall establish, implement, document, and maintain a quality system that ensures conformance to Task Order requirements and meets the requirements of ANSI/ISO/ASQ 9001-2008 (Reference Section E HQ-E-2-0015 Quality Management System Requirements), or an equivalent quality system model. No later than 30 days after award, the Contractor shall submit to the COR a Quality Control Plan (QCP) for review and approval. The QCP shall describe the Quality Management System methodology and approaches used under the contract. Within seven calendar days of any change during period of performance, the Contractor shall submit to the COR a revised QCP for review and approval. (CDRL A024)

3.13 Safety and Health Program

The Contractor shall abide by all applicable federal, local and state occupational safety and health requirements. No later than 30 days after award, the Contractor shall provide a copy of their Safety & Health Program documentation they will utilize for this requirement to the COR for review and approval. The Contractor's Safety & Health Program (S&HP) shall identify the personnel responsible for managing, implementing, training of and enforcement of the S&HP, process to insure employees have appropriate Personal Protection Equipment (PPE), and all required training and certifications related to Occupational Safety and Health Requirements. When applicable, the COR will provide the Contractor the Government Agency's mission specific Standard Operating Procedures (SOP) that may include safety & health requirements. (CDRL A025)

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 16 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide GFI in the form of drawings, material data sheets, correspondence, procurement specifications, and electronic media to facilitate completion of data deliverables as specified in the attached CDRL. Disposition of GFI shall be made at contract completion.

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, and Attachment J.2.

6.0 PERIOD OF PERFORMANCE

The Period of Performance for this task order will be from date of award (base year) to twelve months from date of award. There are four option periods of twelve months each for a total contract period of performance of five years. See Section F.

7.0 SECURITY

Access to classified information up to the SECRET level may be required. Documents generated under this task order will be UNCLASSIFIED. Provisions of the attached Contract DD Form 254 apply.

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

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central Adjudication Facility.

7.2 Minimum Protection Requirements for Controlled Unclassified Information:

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

7.3 Controlled Unclassified Information (CUI)

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

7.4 For Official use Only (FOUO)

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

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

7.5.1 DoD Policy

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

7.5.2 Applicability

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

7.5.3 Information Safeguards

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

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

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

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 18 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).

j. Provide protection against computer network intrusions and data exfiltration, minimally including:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

7.6 Operations Security

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

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

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

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 19 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this task order shall carry the following distribution statement on the cover and title page (if any).

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO PMS 408.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DODM 5200.01, Volumes 1-4, DOD, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT

9.0 RELEASE OF INFORMATION

Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

10.0 PERFORMANCE BASED REQUIREMENTS

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

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

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

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 20 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site:
<http://cpars.navy.mil>.

10.1 Performance Objectives, Standards and Acceptable Quality Level (AQL)

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

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
Performance Work Statement (PWS) Paragraph 3.1 Logistics and Program Support	Provide logistics and program support, to include project planning, preparing technical reports and presentations, update spares costs for systems support, program general ledger and expenditures, analyzing program support requirements of EOD, NSW, and Fleet diving operations and related systems and equipment.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.2 Fleet Technical Support	Provide engineering and technical support to include design, analysis, troubleshooting, installation, retrofit, maintenance, physical configuration audits and new products developed by other manufacturers/contractors, and test and evaluation.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.3 Flow Analysis Support	Provide intensive 3D modeling and related support for finite Element Analysis (FEA) methods in the areas of structural, thermal, and computation fluid dynamic (CFD) analysis. Conduct the pre-processing phase of analysis consisting of data collection to determine geometry and boundary conditions, data organization for analysis, review for previous test results and applicability for analysis.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 21 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.4 Deep Submergence Systems Support	Conduct operational reviews and provide approval of all cognizant DSS Diving and Hyperbaric Systems, associated equipment, and procedures in support of PMS 394.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.5 Dive Locker Technician Support	Provide on-site support for Senior Dive Locker Technician(s). The technician(s) shall be certified as MK 16 Mod 0/1 Underwater Breathing Apparatus (UBA) technician(s) and Viper UBA technician(s). Technicians shall travel to support Dive Lockers at EOD and NSW commands at Norfolk, VA; San Diego CA; Guam, M.I; Sasabo, Japan; Rota, Spain; and Honolulu, HI.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.6 Materials Analysis	Conduct research related to material treatments and coatings, degradation effects, matrix characterizations, and the fundamental chemical and biological interactions applicable to marine environments.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING (ECMR)

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

12.0 GOVERNMENT/CONTRACTOR RELATIONSHIP

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

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

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

Contractor personnel under this task order shall not:

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 22 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(d) Employee Relationship:

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

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

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

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

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

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

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

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

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

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

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

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

(ii) countermand any communication regarded as a violation

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 23 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

13.0 SUBCONTRACTOR/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic Seaport-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing agreement. 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 sub-contractors 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 addition firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.

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

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 24 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

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

- 1) Name and business address of the contractor
- 2) Contract number
- 3) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor
Name of Individual Sponsor
Name of Requiring Activity
City and State

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

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

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

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM 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.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 25 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

The below clauses are incorporated at the Task Order level:

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division in accordance with FAR 52.246-5, "Inspection of Services-Cost Reimbursement (Apr 1984)."

All deliverables shall be FOB Destination.

HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

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>.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 26 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/26/2015 - 9/25/2016
9000	9/26/2015 - 9/25/2016

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

BASE PERIOD:

CLIN 7000 From 26 September 2015 through 25 September 2016

CLIN 9000 From 26 September 2015 through 25 September 2016

OPTION YEAR 1:

CLIN 7001 From 26 September 2016 through 25 September 2017

CLIN 9001 From 26 September 2016 through 25 September 2017

OPTION YEAR 2:

CLIN 7002 From 26 September 2017 through 25 September 2018

CLIN 9002 From 26 September 2017 through 25 September 2018

OPTION YEAR 3:

CLIN 7003 From 26 September 2018 through 25 September 2019

CLIN 9003 From 26 September 2018 through 25 September 2019

OPTION YEAR 4:

CLIN 7004 From 26 September 2019 through 25 September 2020

CLIN 9004 From 26 September 2019 through 25 September 2020

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 27 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

Mary F. Hines, Code 023
110 Vernon Ave
Panama City, FL 32407
Telephone: (850) 235-5389
E-Mail: mary.f.hines@navy.mil

Contract Specialist

Courtney Henslee, Code 0231
110 Vernon Ave
Panama City, FL 32407
Telephone: (850) 235-5354
E-Mail: Courtney.henslee@navy.mil

Ombudsman

Gerald Sorrell
110 Vernon Ave
Panama City, FL 32407
Telephone: (850) 235-5328
E-Mail: Gerald.Sorrell@navy.mil

Contracting Officer Representative

David Vaught
110 Vernon Ave.
Panama City, FL 32407
Telephone: (850) 230-7602
E-Mail: david.l.vaught@navy.mil

Defense Contract Management Agency (DCMA)

DCMA Manassas
See Box 7 of the DD FM 1155

Defense Finance and Accounting Services (DFAS)

DFAS Columbus Center, South Entitlement Operations
See Box 15 of the DD FM 1155

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.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 28 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 29 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COST VOUCHER

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION/DESTINATION

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N62860
Issue By DoDAAC	N61331
Admin DoDAAC	N61331
Inspect By DoDAAC	N61331
Ship To Code	N61331 (invoice purposes only)
Ship From Code	LEAVE BLANK
Mark For Code	LEAVE BLANK
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other DoDAAC	N/A
LPO DoDAAC	LEAVE BLANK
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	LEAVE BLANK

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

david.l.vaught@navy.mil

Courtney.henslee@navy.mil

(g) WAWF point of contact.

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

NSWC PCD WAWF Point of Contact (POC):

janet.stone@navy.mil

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 30 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

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

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (Jun 2012)

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

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at [252.246-7000](#), Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 31 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Government wide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow (WAWF) electronic form (see paragraph (b) of the clause at [252.232-7003](#)) fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report) shall be distributed with the shipment, in accordance with Appendix F, Part 4, F-401, Table 1, of the Defense FAR Supplement.

(End of clause)

SECTION G NOTES:

1) ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the Sub-contract Line Item Number (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, unless the obligation is an increase to an existing Accounting Classification Reference Number (ACRN), in which case the existing SLIN and ACRN will be increased. Accounting for expenditures and invoicing at the SLIN level is required.

2) SPECIAL INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN as identified on the TI.

3) CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 32 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4) 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
700001	130052005000001	54000.00
LLA : AA 1751804 8D3D 251 240V0 0 050120 2D 000000 A00003018275		
700002	130052784400001	44500.00
LLA : AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003076664		
700004	130052812700001	44500.00
LLA : AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003079015		
700005	130052818200001	24000.00
LLA : AD 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003079183		

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 33 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

700006 130052846900001 54500.00
 LLA :
 AE 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003082284

900001 130052784700001 88000.00
 LLA :
 AF 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003076879

BASE Funding 309500.00
 Cumulative Funding 309500.00

MOD 01

700007 130052817600001 25000.00
 LLA :
 AG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003079489

900002 130052817600002 3000.00
 LLA :
 AG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003079489

MOD 01 Funding 28000.00
 Cumulative Funding 337500.00

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 34 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION 2014-O0008) (FEB 2014)

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in “NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities” list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000. (End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2014-O0008)(FEB 2014)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000. (End of clause)

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 35 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 145,780 total man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that \$0.00 (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this contract shall be expended at an average rate of approximately _____ (Offeror to fill-in) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 36 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.
(End of Text)

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.

(End of
Text)

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 37 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (Jan 2008)

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
7000	██████████	██████████	0.00	246,500.00	4,316.40	09/26/2015 - 09/25/2016
9000	0.00	0.00	0.00	91,000.00	0.00	09/26/2015 - 09/25/2016

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

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

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

* to be completed at time of award/modification

(End of Text)

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.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 38 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

BASIC CONTRACT CLAUSES

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)
52.216-8 FIXED FEE (JUN 2011)
52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION (JUL 2005)
52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (DEC 2007)
52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT (DEC 2007)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-20 LIMITATION OF COST (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.245-1 GOVERNMENT PROPERTY (JUNE 2007)
252.215-7008 ONLY ONE OFFER (OCT 2013)
252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)
252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (FEB 2013)
252.227-7013 RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS (MAR 2011)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE (JUN 1995)
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR 2011)
252.227-7030 TECHNICAL DATA - WITHOLDING OF PAYMENT (MAR 2000)
252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007)
252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (APR 2012)
252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty days before the task order expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 39 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty months unless the "Option to Extend Services" is exercised in accordance with FAR 52.217-8.

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

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

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

Employee Class		Monetary Wage
30463	Sr Tech Writer/Editor	\$31.49
30461	Tech Writer/Editor	\$21.28
30085	Sr Eng Tech/Sr Sys Analyst	\$23.56
30085	Eng Tech/Mech Tech	\$15.35
21410	Warehouse Tech	\$21.28
30064	Sr Drafter/Designer	\$23.56
30062	Drafter	\$17.18
01020	Buyer/Admin Support	\$21.28
01020	Program Admin/Tech	\$21.28
30210	Chemist/Gas Analysis Tech	\$19.14

Fringe benefits include paid Federal holidays, annual and sick leave, health, dental, vision, contributions to thrift saving plans, and life insurance.

52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 40 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 41 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: To Be Completed at Award

(End of clause)

CONTRACT NO. N00178-04-D-4012	DELIVERY ORDER NO. HR21	AMENDMENT/MODIFICATION NO. 01	PAGE 42 of 42	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment J.1	Desired Qualifications of Key Personnel
Attachment J.2	Inventory List
Attachment J.3	Wage Determination No. 2005-3007, Revision 15, dated 07/25/2014
Attachment J.4	DD FM 254, Contract Security Classification, dated 09 September 2015
Attachment J.5	COR Appointment Letter-David Vaught
Exhibit A	DD FM 1423-2, Contract Data Requirements List, dated 10 Dec 2014