

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 29-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. 1300417395	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 oren.gilbert@navy.mil 850-235-5363	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ITA International LLC P.O.Box 2291 Yorktown VA 23692	[X]	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5117-HR01
		10B. DATED (SEE ITEM 13) 29-Sep-2010
CAGE CODE 1TC80	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a)(3)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Michael P. Carlson, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary F Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Michael P. Carlson (Signature of person authorized to sign)	15C. DATE SIGNED 29-Aug-2014	16B. UNITED STATES OF AMERICA BY /s/Mary F Hines (Signature of Contracting Officer)	16C. DATE SIGNED 29-Aug-2014

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

**GENERAL INFORMATION**

The purpose of this modification is to de-obligate funds in the amount of \$220,000.00 from SLIN 700006. Additionally, SLIN 900004 is de-obligated in the amount of \$35,000.00. Accordingly, said Task Order is modified as follows:

- 1) SLIN 700006 is reduced by [REDACTED] from [REDACTED] to [REDACTED]
- 2) SLIN 900004 is reduced by [REDACTED] from [REDACTED] to \$ [REDACTED]

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700006	O&MN,N	487,000.00	(220,000.00)	267,000.00
900004	O&MN,N	95,000.00	(35,000.00)	60,000.00

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R410	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List(CDRL). Base Year. (Fund Type - OTHER)	33480.0	HR	██████████	██████████	██████████
400001	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
400002	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
400003	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
400004	R410	(Fund Type - OTHER)					
4001	R410	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List(CDRL). Award term 1. (Fund Type - OTHER)	33480.0	HR	██████████	██████████	██████████
400101	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
400102	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
400103	R410	INCREMENTAL FUNDING (Fund Type - OTHER)					
4002	R410	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial	32152.0	HR	██████████	██████████	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List(CDRL). Award term 2. (O&MN,N)					
400201	R410	Incremental funding for CLIN 4002 (O&MN,N)					
400202	R410	Incremental funding for CLIN 4002 (O&MN,N)					
400203	R410	Incremental funding for CLIN 4002 (O&MN,N)					
400204	R410	Incremental funding for CLIN 4002 (O&MN,N)					
4003	R410	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List(CDRL). Award term 3. (Fund Type - OTHER)	33004.0	HR			
400301	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300313806 (O&MN,N)					
400302	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300313806 (O&MN,N)					
400303	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300313806 (O&MN,N)					
400304	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300313806 (O&MN,N)					
400305	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300325488 (O&MN,N)					
400306	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300325487 (O&MN,N)					
400307	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300334304 (O&MN,N)					
400308	R410	INCREMENTAL FUNDING FOR CLIN 4003 PR# 1300340477 (O&MN,N)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R410	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List(CDRL). Award term 4. (Fund Type - OTHER)	31595.0	HR	██████████	██████████	██████████
700001	R410	INCREMENTAL FUNDING PR# 1300376714 ██████████ 2410(a) Authority is Hereby Invoked(O&MN,N)					
700002	R410	INCREMENTAL FUNDING PR# 1300385317 ██████████ (O&MN,N)					
700003	R410	INCREMENTAL FUNDING PR# 1300396046 ██████████ (O&MN,N)					
700004	R410	INCREMENTAL FUNDING PR# 1300400873 ██████████ (O&MN,N)					
700005	R410	INCREMENTAL FUNDING PR# 1300404290 ██████████ (O&MN,N)					
700006	R410	INCREMENTAL FUNDING PR# 1300417395 ██████████ - 2410(a) Authority is hereby invoked (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R410	Other direct cost required to perform effort under CLIN 7000. Material Cost ██████████. Award term 4. (Fund Type - OTHER)	1.0	LO	██████████
900001	R410	INCREMENTAL FUNDING PR# 1300376714 ██████████ 2410(a) Authority is Hereby Invoked(O&MN,N)			
900002	R410	INCREMENTAL FUNDING PR# 1300400873 ██████████ (O&MN,N)			
900003	R410	INCREMENTAL FUNDING PR# 1300402240 ██████████ (O&MN,N)			
900004	R410	INCREMENTAL FUNDING PR# 1300420353 ██████████ (O&MN,N)			

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**STATEMENT OF WORK  
FOR  
TECHNICAL, ANALYTICAL, LOGISTICAL, FINANCIAL  
AND  
PROGRAM SUPPORT  
IN EXPEDITIONARY WARFARE AND RELATED MISSION AREAS  
FOR THE  
NAVY EXPEDITIONARY COMBAT COMMAND  
AND  
SUBORDINATE COMMANDS  
01 February 2010**

### **1.0 SCOPE**

This is a performance-based technical and analytical program management effort supporting the Navy Expeditionary Combat Command (NECC) and assigned subordinate commands including the Maritime Expeditionary Security Groups (MESGs), the Riverine Group (RIVGRU), the Naval Expeditionary Logistics Support Group (NAVELSG), the Maritime Civil Affairs Group (MCAG), the Expeditionary Training Command (ETC), the Expeditionary Training Group (ETG), the Expeditionary Combat Readiness Center (ECRC), the Naval Construction Division (NCD), the Explosive Ordnance Disposal (EOD) groups, Mobile Diving and Salvage Units (MDSUs), Navy Expeditionary Intelligence Command (NEIC) and Combat Camera. This effort will include mission analysis for current and future missions when identified and developing a corresponding concept of operations; Naval Mission Essential Task List (NMETL) and training and assessment program monitoring, data updating, management and development; Naval Warfare Publication (NWP) and Navy Technical and Training Publication (NTTP) development and maintenance; Doctrine Organization Training Materiel Leadership Personnel and Facilities (DOTMLPF) analysis with recommended solutions; Logistics and Table of Allowance (TOA) Management Support.

These efforts will be enabled through project management, analysis/assessment support, mission requirement identification, acquisition management, training requirements management/support, operational mission needs identification for NECC and subordinate commands, including integration of NECC and subordinate command's missions into the Maritime DOMAIN focused on Expeditionary Warfare. Specific work efforts within the areas specified herein will be issued as separate technical instructions under the task order.

### **1.1 Background**

The Chief of Naval Operations established the NECC on 1 October 2005. NECC formally stood

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up on 13 January 2006, as a Functional Commander for shore-based expeditionary type forces within the Navy. Its mission is to man, train, and equip Navy forces to operate in an integrated fashion; to provide a secure environment for forces and logistics to flow ashore from the Sea Base; to support naval and joint combat forces with explosive ordnance disposal, combat engineering and construction; inland waterway operations; force protection and anti-terrorism; and to develop the capability of assigned forces to extend Joint Forces Maritime Component Commander (JFMCC) Domain Awareness into the riparian environment (in-shore, near-coast, near-inland perimeter). The near-term organization of NECC will center on assumption of Type Commander-like functions for forces currently aligned under network-centric warfare (NCW), EOD, NAVELSG, MDSU, NCD, MCAG, Maritime Expeditionary Security Force (MESF), ECRC, ETC, ETG, NEIC and RIVGRU commands.

## **2.0 APPLICABLE DOCUMENTS**

Applicable specifications, standards, and documents will be specified herein.

## **3.0 REQUIREMENTS**

The contractor shall provide all labor, materials and support within the following areas. Identification of new mission requirements, mission analysis, management, analysis/assessment support, training requirements and support, doctrinal and training publications (NWP, NTTP) development, operational mission needs statements, and other specialized staff support.

### **3.1 NMETLS/Mission Analysis/Requirement Identification**

The following are the types of tasks that may be specified under this task order.

3.1.1 The contractor shall maintain the current NMETLS database. In addition, the contractor may support the development of new/additional NMETLS for NECC, MESF, MCAG, and ETC, and review and recommend changes based on the results of mission analysis for subordinate units currently aligned under MESF, RIVGRU, NAVELSG, and 1NCD/NCFC. These new NMETLS will be added into the database.

3.1.2 The contractor shall provide support to NECC Staff and NECC component commands during the mission analysis process required to update the mission based requirements for current, emergent and future/anticipated missions. The mission analysis will require the examination of the (JCP, COCOM) and Component OPLANS, Functional Plans (FUNCPLANS), Concept Plans (CONPLANS), and OPORDs. The mission analysis will include a thorough review of the command's responsibilities under all superior commander's plans and directives and identify C4ISR issues/requirements in order to successfully accomplish the NECC Mission. Mission analysis will be conducted for the NECC Staff, EOD, MCAG, ETC, ETG, MESF, NEIC, RIVGRU, NAVELSG, ECRC and 1NCD. From the mission analysis, additional NMETs will be drafted for NECC, MCAG, ETC, NEIC, RIVGRU, NAVELSG, and



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1NCD/NCFC with linkage of C4ISR and other support requirements, and the readiness reporting system.

3.1.3 Implement procedures for ongoing mission analysis of other naval forces as deemed appropriate by NECC to support additional development of new Navy expeditionary capabilities.

3.1.4 Maintain and monitor active/reserve force integration of MCAG, ETC, NCW, RIVGRU, NAVELSG, 1NCD/NCFC, and all subordinate units ,recommend changes to increase readiness and effectiveness of existing and future forces and as required update these databases.

3.1.5 Maintain and monitor for reporting NECC and component commands' readiness status in Type Commander's Readiness Management System (TRMS), Navy Training Information Management System (NTIMS), Innovative Readiness Reporting Initiative (IRRI), and Defense Readiness Reporting System – Navy (DRRS-N).

### **3.2 Management Support/Project Management**

The following are the types of tasks that may be specified under this task order.

3.2.1 Provide technical services to NECC headquarters staff, EOD, MESF, MCAG, NAVELSG, RIVGRU, ECRC, First Naval Construction Division (1NCD), and ETC in support of mission analysis, NMETL updates and maintenance, ensure mapping of NMETs to training plans and execution support/readiness reporting are continually updated and current for NECC utilization.

3.2.2 Provide management expertise for the Navy Lessons Learned Information System (NLLIS) and provide technical services to NECC headquarters, EOD, MESF, MCAG, NAVELSG, RIVGRU, ECRC, First Naval Construction Division (1NCD), NEIC and ETC in support of their NLLIS programs.

3.2.3 The contactor shall develop and maintain presentations, reports, point papers, other documents, and related databases in support of the NECC related NMETLS. The contractor shall participate in the performance of all technical analysis, assessments, research, special studies and monitoring. The contractor shall participate in technical and status review meetings. The contractor shall submit project review reports. The contractor will maintain program management processes that provide on time, within budget, quality results. Program management shall incorporate risk mitigation measures.

3.2.4 Provide technical analysis related to the NMETLS for NECC and component commands' between NECC Staff, Commander Fleet Forces Command (CFFC), Office of the Chief of Naval Operations (OPNAV) resource sponsors, Fleet Commanders, Type Commanders, and Chief of Naval Education and Training (CNET), supporting technical agencies, and responsible technical authorities. Recommend and implement updates as required and approved by NECC Staff.

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3.2.5 Assist in all phases of determining mission based requirements that are not currently included in the NMETLS database based on examination of the Joint Capabilities Plan (JCP), Commander in Chief (CINC) and Component Operation Plans (OPLANS), war plans, and Operation Orders (OPORD). The mission analysis will include a thorough review of the command's responsibilities under a superior commander's OPLAN and directives.

3.2.6 Assist in the maintenance and development of readiness assessment and reporting procedures based on naval mission essential tasks (NMETs) for expeditionary warfare.

### **3.3 Training Requirements/Support**

The following are the types of tasks that may be specified under this task order.

3.3.1 The contractor shall ensure that training requirements correlate with the NMET tasks in support of the Expeditionary Warfare mission, review existing Navy training/other service training/joint training in support of expeditionary warfare, identify training shortfalls, recommend additional training to address training shortfalls and ensure training readiness reporting.

3.3.2 The contractor will identify additional training requirements in support of NECC and component commands based on NMETs and mission analysis.

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3.3.3 The contractor will support the maintenance of comprehensive training programs and plans in support of NMET based training requirements for NECC and component commands.

3.3.4 The contractor will maintain and update NECC and component commands approved training programs and plans to include individual and unit level training, integrated and sustainment training, and multi-unit, joint and interagency training events.

3.3.5 The contractor will analyze results of NECC and component command training events and exercises and provide recommended courses of action to address deficiencies. Analysis will support the Navy Warfare Training system during all phases including: (1) requirements identification, (2) training plan development, (3) training execution and (4) training assessment.

### **3.4 Technical/Staff Support**

The following are the types of tasks that will be issued under this task order.

3.4.1 Assist NECC staff and its components in updating and maintaining the NMETLS database to include providing for new data entries to support new NMETLS requirements.

3.4.2 Maintain training programs and training plans based on approved NMETs.

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3.4.3 Maintain the Defense Readiness Reporting System – Navy (DRRS-N) for the NECC Staff and all subordinate reporting commands.

3.4.4 Provide technical expertise in the areas of civil affairs, cultural awareness training, and language skills in support of the MCAG and ETC.

### **3.5 Additional Minor Support**

The following are the types of minor support tasks that will be issued under this task order.

3.5.1 Provide technical expertise in the areas of logistics support and Table of Allowance (TOA) management to support maintaining an established automated tracking system of the TOA/supplies to include the identification of equipment.

3.5.3 Maintain inventory of command supplies and TOA material to include records, preparing shipments, accepting deliveries, prepare shipping documents and mailing labels and verify accuracy of material requests, record items removed from inventory and track material requests and fill orders.

3.5.4 Provide technical expertise in development of logistic policy and procedures.

3.5.5 Conduct periodic inventory of command supplies and TOA material to ensure compliance with recorded databases.

3.5.6 The contractor shall, as Subject Matter Experts (SME's), maintain and update analytical reports in support of the NECC staff (Echelon III), Groups (Echelon IV), and subordinate (Echelon V) commands relating to financial management.

3.5.7 The contractor shall maintain reports in support of the oversight of the NECC Government Travel Card program and shall, as necessary, make Defense Travel System (DTS) system inputs.

3.5.8 The contractor shall conduct periodic financial reconciliation of DTS account balances to Standard Accounting and Reporting System - Field Level (STARS-FL) and provide reports of discrepancies, if any, for government action.

3.5.9 Provide technical assistance and support to identify and report for government resolution unliquidated obligations and outstanding commitments impacting funding reconciliation.

3.5.10 Provide services to obtain and analyze financial data from locations such as Standard Accounting and Reporting System (STARS) and Defense Finance and Accounting Service (DFAS) as well as pertinent financial web sites as required to prepare reports for government action.

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3.5.11 The contractor shall participate in working group meetings with NECC and subordinate commands to help define/refine/recommend requirements, conduct mission analysis, develop readiness reporting criteria, and other project related purposes.

3.5.12 Participate in Cross Functional teams in support of the Navy Expeditionary Combat Enterprise (NECE) and assist in the management of the CFTs, prepare reports, coordinate monthly and quarterly meetings.

3.5.13 The contractor shall submit meeting minutes within five (5) working days of the completion of each meeting.

3.5.14 The contractor shall submit a trip report documenting the results of the working group within five (5) working days of the completion of each meeting.

### **3.6 Progress Reporting**

As specified under this task order. It is anticipated that the progress reporting function will feature the following:

3.6.1 Report shall include enclosures for Actual Summary of Hours and Actual Detailed Hours. The Detail of Hours shall include (as a minimum) employee names, skill levels, labor hours by project/module, rates, monthly costs, cumulative costs, and Other Direct Costs (ODC). Contractor format is acceptable.

3.6.2 Copies of trip reports for all trips made during the reporting period will be submitted as enclosures to the monthly status report.

3.6.3 The contractor shall use e-mail for administrative coordination issues. Classified (up to secret) information can be transmitted via Secret Internet Protocol Router Network (SIPRNET) e-mail.

### **3.7 Travel**

The contractor may be required to travel for this effort. Travel expenses are limited by the Government Travel Regulations. The locations and number of trips will vary under this task order. Under no circumstance will the contractor travel to a destination without authorization of the Contracting Officer and concurrence of the COR.

## **4.0 ANTICIPATED DELIVERABLES**

All data deliveries under this task order shall be in accordance with the attached DD Form 1423s and in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable. It is anticipated that all deliverables prepared under this task order may be required

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to be delivered as hardcopy, electronic media, or both.

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

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

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

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

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

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

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

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of

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this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking, if applicable, shall be in accordance with best commercial practices.



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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama City Division. All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/29/2010 - 6/11/2011
4001	6/12/2011 - 2/23/2012
4002	2/24/2012 - 11/15/2012
4003	11/16/2012 - 9/22/2013
6000	9/29/2010 - 6/11/2011
6001	6/12/2011 - 2/23/2012
6002	2/24/2012 - 11/15/2012
6003	11/16/2012 - 9/22/2013
7000	9/23/2013 - 9/22/2014
9000	9/23/2013 - 9/22/2014

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this Task Order is as follows:

4000	Base Period	9/29/10 - 6/11/11
6000	Base Period	9/29/10 - 6/11/11
4001	Award Term 1	6/12/11 - 2/23/12
6001	Award Term 1	6/12/11 - 2/23/12
4002	Award Term 2	2/24/12 - 11/15/12
6002	Award Term 2	2/24/12 - 11/15/12
4003	Award Term 3	11/16/12 - 9/22/13
6003	Award Term 3	11/16/12 - 9/22/13
7000	Award Term 4	9/23/13 - 9/22/14
9000	Award Term 4	9/23/13 - 9/22/14

Services to be performed hereunder will be provided as stated per Statement of Work.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 1. PCO:

[REDACTED]

### 2. Contract Specialist:

[REDACTED]

### 3. Contracting Officer's Representative:

[REDACTED]

### 4. Defense Contract Management Agency (DCMA)

S5111A  
DCMA Hampton  
2000 Enterprise Parkway, Suite 200  
Hampton, VA 23666

### 5. Defense Finance & Accounting Services (DFAS)

HQ0338  
DFAS Columbus Center, South Entitlement Operations  
P.O. Box 182264  
Columbus, OH 43218-2264

### 6. Invoicing Instructions

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

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

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

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Started for Vendors” and “WAWF Vendor Guide”.

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

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

Type of Document (contracting officer check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	<u>N61331</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>Leave Blank</u>
Service Acceptor DODAAC	<u>S5111A</u>
Service Approver DODAAC	<u>S5111A</u>
Ship To DODAAC	<u>N61331 (for invoicing purposes)</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N61331</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

Send Additional Email Notification To:
<a href="mailto:charlie.c.allen@navy.mil">charlie.c.allen@navy.mil</a>

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### DISTRIBUTION LIMITATION STATEMENT

Data generated under this task shall carry the following Distribution Limitation Statement and Handling Caveats.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY. ADMINISTRATIVE OR OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS SHALL BE REFERRED TO THE COMMANDER, NAVAL EXPEDITIONARY COMBATANT COMMAND.

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

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### RELEASE OF INFORMATION

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

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### PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the QASP attached to the task order and in the award term provisions. The Government Technical Point of Contact (POC) will report the quality of performance to the PCO at the completion of the order or sooner if required to correct less than satisfactory performance. Contractor Performance Assessment Reporting System (CPARS) entries will be made on a regular basis, as required.

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### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B. The total level of effort for the performance of this contract shall be Section B and the format defined in Attachment J-5 per labor year total technical labor 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. (Management and Administrative Support personnel is an additional 10%)

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

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

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

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

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

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

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Fee (Required LOE - Expended LOE)

Fee Reduction = -----

Required LOE

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

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

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

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

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**Access to Government Facilities**

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to Mr. Todd Varvel, 757-462-4316 x232. 24 office spaces will be provided at COMNECC with 80 square feet each. Each office will have computer and phone provided. Address is:

Navy Expeditionary Combat Command  
1575 Gator Blvd Bldg 3504  
NAB Little Creek  
Norfolk, VA 23521

Access procedures will be provided to the contractor after award.

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**CHANGES IN KEY PERSONNEL**

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

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

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

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

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

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**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

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

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

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

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

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be provided.

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**TECHNICAL GUIDANCE**

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

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

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

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**AWARD TERM CLAUSE**

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

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

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

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**AWARD TERM PLAN**

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

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

The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

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



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as described below.

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

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

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

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

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

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**CAPPED RATES**

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 award.

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**MATERIAL COSTS**

Material dollars are intended to cover items of expense directly associated with producing Task Order deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following Task Order award.

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**NSWCPC – H06 SECURITY REQUIREMENTS**

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment (J.2) involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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

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

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>			
	\$	\$				
ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP
██████	████████████████████	██████	████████████████████			████████████████████
██████	████████████████████	██████	████████████████████			████████████████████
██████	████████████████████	██████	████████████████████			████████████████████
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██████	████████████████████	██████	████████████████████			████████████████████
██████	██████	██████	██████	████████████████████	██████	████████████████████

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(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 6000, 6001, 6002, AND 6003 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

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## **SECTION I CONTRACT CLAUSES**

All clauses in the basic contract are applicable.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.4. Quality Assurance Surveillance Plan

Attachment J.2. DD254 Security Classification Specification

Attachment J.6. Supporting Cost Summary

Attachment J.1. Contract Data Requirements List (CDRL's)

Attachment J.5 Cost Summary Format

Attachment J.3 Key Personnel