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| 2. AMENDMENT/MODIFICATION NO. 05 | 3. EFFECTIVE DATE 22-Nov-2014 | 4. REQUISITION/PURCHASE REQ. NO. 1300461739 | 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
courtney.henslee@navy.mil 850-235-5354

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

| | |
|--|---|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ITA International LLC P.O.Box 2291 Yorktown VA 23692 | 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5117-HR02 10B. DATED (SEE ITEM 13) 01-Dec-2012 |
| CAGE CODE 1TC80 FACILITY CODE | [X] |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-----|---|
| (*) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| [] | 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) Unilateral/Pursuant to Award Term Objectives |

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

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

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenetta L Langston, Contracting Officer |
| 15B. CONTRACTOR/OFFEROR | 16B. UNITED STATES OF AMERICA |
| 15C. DATE SIGNED | 16C. DATE SIGNED 18-Nov-2014 |
| (Signature of person authorized to sign) | BY /s/Jenetta L Langston (Signature of Contracting Officer) |

GENERAL INFORMATION

The purpose of this modification is to:

- 1) Exercise Award Term 02 (CLINS 7000 and 9000).
- 2) The Task Order Ceiling for CLINS 7000 & 9000 is as follows:

Award Term Ceiling

Estimated Cost \$ [REDACTED]
 Fixed Fee \$ [REDACTED]
 ODC's \$ [REDACTED]
 Total CPFF \$ [REDACTED]

- 3) Add funding in the amount of \$ [REDACTED]

Accordingly, said Task Order is modified as follows:

- 01) SLIN 700001 has been incorporated into the Task Order and funded in the amount of [REDACTED]
- 02) SLIN 900001 has been incorporated into the Task Order and funded in the amount of [REDACTED]

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

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 [REDACTED] by [REDACTED] to [REDACTED]

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|-----------|------------|------------|
| 700001 | RDT&E | 0.00 | [REDACTED] | [REDACTED] |
| 900001 | RDT&E | 0.00 | [REDACTED] | [REDACTED] |

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

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|-----------|------------|------------|
| 7000 | 0.00 | [REDACTED] | [REDACTED] |
| 9000 | 0.00 | [REDACTED] | [REDACTED] |

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

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CLIN/SLIN

From

To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|---------|------|------------|------------|------------|
| 4000 | R425 | Provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract SecurityClassification Specification), and Contract DataRequirements List(CDRL), DD1423-2 contained in Section J. Base Year. SEE NOTE A Funding (Fund Type - TBD) | 27420.0 | HR | ██████████ | ██████████ | ██████████ |
| 400001 | R425 | INCREMENTAL FUNDING PR # 1300315935 (WCF) | | | | | |
| 4001 | R425 | Provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract SecurityClassification Specification), and Contract DataRequirements List(CDRL), DD1423-2 contained in Section J. Award Term One (1). SEENOTE(s) A and B. Funding (Fund Type - TBD) | 27420.0 | HR | ██████████ | ██████████ | ██████████ |
| 400101 | R425 | INCREMENTAL FUNDING PR# 1300386717 (WCF) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|------------|
| 6000 | R425 | Other Direct Cost(ODC) in support of CLIN 4000 for the base year. SEE NOTE C. Funding (Fund Type - TBD) | 1.0 | LO | ██████████ |
| 600001 | R425 | INCREMENTAL FUNDING PR # 1300315935 (WCF) | | | |
| 6001 | R425 | Other Direct Cost(ODC) in support of CLIN 4001 for Award Term One (1). SEE NOTE(s) B & C. Funding (Fund Type - TBD) | 1.0 | LO | ██████████ |
| 600101 | R425 | INCREMENTAL FUNDING PR# 1300386717 (WCF) | | | |

For Cost Type Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-----|-------------------|-----|------|-----------|-----------|------|
|------|-----|-------------------|-----|------|-----------|-----------|------|

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| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|---------|------|-----------|-----------|------|
| 7000 | R425 | Provide Project Support Craft (PSC) and Small Boat Operational and Maintenance Support in accordance with the Performance Work Statement contained in Section C, DD Form 254 (DOD Contract SecurityClassification Specification), and Contract DataRequirements List(CDRL), DD1423-2 contained in Section J. Award Term Two (2). SEENOTE(s) A and B. Funding (Fund Type - TBD) | 27420.0 | HR | | | |
| 700001 | R425 | Full Funding PR# 1300461739 (RDT&E) | | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 9000 | R425 | Other Direct Cost(ODC) in support of CLIN 7000 for Award Term Two (2). SEE NOTE(s) B & C. Funding (Fund Type - TBD) | 1.0 | LO | |
| 900001 | R425 | Full Funding PR# 1300461739 (RDT&E) | | | |

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

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. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: AWARD TERM

CLIN which may be awarded in accordance with the award term conditions contained in the attached Quality Assurance Surveillance Plan (QASP).

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.

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.

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(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Work under this contract shall be performed in accordance with the following performance work statement:

PERFORMANCE WORK STATEMENT FOR PROJECT SUPPORT CRAFT (PSC) AND SMALL BOAT OPERATIONAL AND MAINTENANCE SUPPORT SERVICES

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD), Ranges and Facilities Branch, has a requirement to provide testing, operational and maintenance support services of Project Support Craft (PSC), Side Scan Sonar (SSS) operations, Remotely Operated Vehicles (ROV), test range equipment, oceanographic equipment (i.e. wave buoys), and technical expertise to support ongoing testing at NSWC PCD. The PSC, SSS(s) and ROV are owned by NSWC PCD to support Expeditionary Warfare Test and Evaluation (T&E) initiatives. This Performance Work Statement (PWS) defines the requirements for a Contractor level of effort to support operations, tests, trials, demonstrations, evaluations, special studies, special missions, product improvements, Fleet training and familiarization, and maintenance. The Contractor shall perform maintenance that consists of Planned Maintenance System (PMS) actions for preventative maintenance measures and corrective maintenance or repair at the organizational, intermediate and depot maintenance levels on the PSC, ROV, test equipment, SSS(s), and other small boat or crane and winch repairs as necessary. Project Support Craft operations will consist of pier support and operations of the craft as required.

1.1 Acronyms

| | |
|----------|---|
| ABS | American Bureau of Shipping |
| AED | Automated External Defibrillator |
| CDRL | Contract Data Requirements List |
| CFR | Code of Federal Regulations |
| COR | Contracting Officers Representative |
| CPR | Cardiopulmonary Resuscitation |
| EPIRB | Emergency Position-Indicating Radio Beacons |
| FAR | Federal Acquisition Regulation |
| GFE | Government Furnished Equipment |
| GFI | Government Furnished Information |
| GFM | Government Furnished Material |
| GFP | Government Furnished Property |
| GPS | Global Positioning System |
| HM/HW | Hazardous Materials/Hazardous Waste |
| NSA PC | Naval Support Activity Panama City |
| NSWC PCD | Naval Surface Warfare Center Panama City Division |
| ODC | Other Direct Cost |
| OEM | Original Equipment Manufacturer |
| OPAREA | Operational Area |
| OSHA | Occupational Safety and Health Administration |
| PCO | Procuring Contracting Officer |
| PMS | Planned Maintenance System |
| PSC | Project Support Craft |
| PWS | Performance Work Statement |
| ROV | Remotely Operated Vehicle |
| SAR | Search and Rescue |

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| SOLAS | Safety of Life at Sea |
| SSS | Side Scan Sonar |
| T&E | Test and Evaluation |
| T&M | Time and Materials |
| USCG | United States Coast Guard |

2.0 APPLICABLE DOCUMENTS

The following documents of the exact issue shown form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. All of the following documents are referenced for guidance in completion of work specified in this PWS:

2.1 Military Specifications: None

2.2 Military Standards: None

2.3 Other Documents:

| Instruction | Title |
|---|---|
| NSWCPCDINST 3124.1A (See Section J, Attachment J.6) | Aviation Unit Standard Operating Procedures dated 10 Feb 2010 |
| NSAPCINST 3120.3A (See Section J, Attachment J.7) | Manual for Utilization of Panama City Area and Local Area(s) dated 06 Jul 2006 |
| NSWCPCDINST 5100.30D (See Section J, Attachment J.8) | Field Test and Safety Planning dated 10 Nov 2008 |
| NSWCPCDINST 5100.33B (See Section J, Attachment J.9) | Hazardous Materials Management Plan dated 17 Apr 2010 |
| S9086-T4-STM-010/CH-589R6 (See Section J, Attachment J.10) | Naval Ships Technical Manual (NSTM) - Cranes dated 30 May 2002 |
| NSWCPCINST 3110.2A (See Section J, Attachment J.11) | Dispatching, Operating, and Reporting Procedures for Naval Surface Warfare Center Panama City (NSWC PC) Support Craft dated 05 Jan 2006 |
| 29 CFR 1910.147 | The Control of Hazardous Energy Lockout/Tagout —Inspection Procedures and Interpretive Guidance dated 01 Jan 1990 |
| Code of Federal Regulations (CFR) part 1910 subpart T | Diving Operations dated 22 Jul 1977 |
| NSWC PCD Boat Operations Catalog (See Section J, Attachment J.12) | NSWC PCD PSC Boat Operations Catalog (dated N/A) |
| American Bureau of Shipping (ABS) Publication 156 | Hull Inspection and Maintenance Program dated Sep 2011 |
| Code of Federal (CFR) Part 175, Subpart T | Small Passenger Vessels (under 100 gross tons) dated Oct 2010 |

Note: Instructions and Boat Specifications have been provided with the solicitation. ABS publications are available at: http://www.eagle.org/eagleExternalPortalWEB/appmanager/absEagle/absEagleDesktop?_nfpb=true&_pageLabel=abs_eagle_portal_rules_guides_download_page

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the Contract to review the terms and conditions, PWS and Contract Data Requirements List (CDRL) requirements for this Contract.

The Contractor shall provide a level of effort of services and provide materials to support operations, tests, trials, evaluations, demonstrations, product improvement and maintenance using the types and number of Project Support

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Craft (PSC) listed in the NSWC PCD PSC Boat Operations Catalog. The Contractor must be familiar with United States (US) Navy boat operations and procedures. All personnel assigned to craft operations shall become familiar with small craft operations, local instructions, processes and procedures to respond with little or no notice to operate and maintain various vessels in inventory. The Contractor may also be required to operate and maintain vessels that are Navy owned that may not be in inventory to support mission requirements. The Contractor shall provide technical expertise in resolving equipment or system operating or maintenance deficiencies when identified. The Contractor shall properly address equipment failures and quickly address them with the COR. Any materials provided to the Contractor shall be properly controlled, stored, protected, and marked to prevent damage or misuse. The Contractor shall ensure that all test materials, documents, and components are properly serialized, identified, and traceable to applicable documentation. Where required, each component shall be traceable to all applicable material or test certification documentation. When any item is identified as not conforming to the required specifications, the Contractor shall bond the item until resolution can be affected.

The Contractor shall, using the guidance of documents listed in PWS paragraph 2.3 unless otherwise specified herein, provide a level of effort of support in the following task areas.

3.1 Task Area #1 Maintenance

The Contractor shall provide personnel and services for maintenance and operation support required for the assigned NSWC PCD PSC at Naval Support Activity, Panama City (NSA PC). This support shall consist of the following services:

3.1.1 Preventative Maintenance (PM)

The Contractor shall perform preventative maintenance on sonar(s), ROV, PSC aluminum hull, mechanical, electrical, and electronic systems or system components. Maintenance shall be performed in accordance with Original Equipment Manufacturers (OEM) or other guidelines provided as Government Furnished Information (GFI). The Contractor shall adhere to all steps contained in the maintenance procedures paying particular regard to steps related for the safety of personnel and the equipment. The Contractor shall provide all materials, labor and equipment for accomplishing preventative maintenance. Other base tenant support may require the Contractor's technical assistance on an as needed, case-by-case basis, such as small engine, winch or other technical support.

3.1.2 Corrective Maintenance or Repair (Non-Depot and Depot Level)

The Contractor shall conduct corrective maintenance or repairs on failing or failed sonar(s), ROV, all PSC hulls i.e. (aluminum, fiberglass, and inflatable(s)), mechanical, electrical, or electronic systems or system components. Repairs may comprise such activities as removal from the craft, dry docking for repairs or maintenance, disassembly of the equipment, inspection to determine cause of failure or level of repair required, replacement or refurbishment of parts, reassembly, tests to ensure proper operation to manufacturer's specifications, and reinstallation onboard the craft. All repairs will be performed in accordance with American Bureau of Shipping (ABS) publication 156 (Hull and Maintenance) and CFR 46 part 175, subchapter T for PSC craft and manufacturers operator and maintenance standards for ROV and sonar(s). Other base tenants as approved by the COR, may require the Contractor's technical assistance on an as needed, case-by-case basis, for support on small engine or winch repair or other technical support.

The Contractor shall contact original equipment manufacturers (OEMs) as required to facilitate such maintenance actions. The Contractor shall provide all repair materials, equipment and labor for accomplishing repairs. In the event the vessels require dry docking the Contractor shall arrange for and pay for the repairs and maintenance with concurrence of the COR and approval of the Contracting Officer.

3.1.3 Pier Support

The Contractor shall support assigned PSC operations by providing layout coordination, required boat operators, safety program, Hazardous Materials/Hazardous Waste (HM/HW) management in accordance with NSWC PCD Instruction 5100.33B, crane certification using the guidance of S9086-T4-STM-010/CH-589R6, technical assistance, continuous training program (including mandatory base-wide training), offload coordination and pre-sail planning. The Contractor shall perform all maintenance on the equipment and pay for all materials, upon concurrence of the COR and approval of the Contracting Officer.

3.2 Task Area #2 - Craft Operations

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3.2.1 Safety and Certification Requirements

The Contractor shall maintain and follow NSA PC procedures for handling/disposing of hazardous waste generated from oils, fuels, chemical cleaning products used in maintaining PSC(s), sonar(s), and ROV. Maintain and follow all NSA procedures and assign responsibilities for securing the NSA facilities and PSC to prevent or minimize property damage and personal injury from destructive weather. The Contractor shall follow the Government furnished NSWC PCD Safety Office tag-out procedure and adhere to 29 CFR 1910.147 for craft systems during maintenance or inspection. Craft Masters shall hold a current United States Coast Guard (USCG) 100 Ton Master license. All Contractor personnel shall be trained and maintain currency in Cardiopulmonary Resuscitation (CPR) and First Aid. 100-Ton Captains Licenses and CPR certifications shall be current and available for Government inspection. Contractor shall also ensure boat safety, certification and inspection in the following areas; hull, safety of life at-sea equipment (SOLAS), Automated External Defibrillator (AED), Emergency Position-Indicating Radio Beacon (EPIRB) and various firefighting equipment on board each vessel (i.e. fire extinguishers, fire hoses on larger craft, and HALON fire suppression systems on PSC-05, PSC-08, and PSC-12 etc.)

3.2.2 Operations

The Contractor shall provide qualified and licensed Craft Masters to conduct craft operations using the types and number of Project Support Craft (PSC) listed in the NSWC PCD Boat Operations Catalog in the Gulf of Mexico. The Contractor shall become familiar with the local waters around NSA PC operating area(s) and conduct craft operations using NSAPCINST 3120.3A, NSWCPCDINST 5100.30D, and NSWCPCINST 3110.2A for guidance. The Contractor shall conduct basic craft operations within the constraints of applicable US Navy Regulations, NSWC PCD instructions, USCG rules and regulations and that which are deemed safe by the vessel master and project safety personnel. The Contractor shall conduct side scan sonar operations, oceanographic equipment deployment and recovery, ROV operations as specified in Test Plans and Operational Area (OPAREA) clearances that will be provided as Government Furnished Information (GFI). The Contractor shall operate surface craft to perform plane guard duties for tests involving aircraft within the parameters specified in NSWC PCD Instruction 3124.1A and shall, as necessary, conduct Search and Rescue (SAR) operations if required. The Contractor shall provide daily craft status verbally to the COR and prior to any operation.

3.2.3 Support of Dive Operations

The Contractor shall provide surface craft support for Government divers conducting boat maintenance/repairs and project support by performing such tasks as loading, unloading equipment and assisting divers into and out of the water. The Contractor shall be aware of and follow the safety precautions as specified in GFI test plans and the Code of Federal Regulations (CFR) part 1910 subpart T, Commercial Diving Operations.

3.3 Material Purchases

Only items directly used for this Contract, for work within the scope of the PWS, shall be purchased under the Other Direct Cost (ODC) line items. Single individual material purchases above \$3,000 shall be approved by the Procuring Contracting Officer (PCO) in writing 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 the pricing. The request and supporting documentation shall be submitted to the COR for concurrence prior to being submitted to the PCO for approval. Fuel will be provided by the Government. The Contractor may, if authorized by the COR, purchase fuel when away from homeport and will be fully reimbursed if Government Services are not available. The Contractor shall provide maintenance materials for PSCs, sonar(s), and ROV as necessary.

3.3.1 Boat or Vessel Leases

The Contractor shall develop and maintain a database (available for Government inspection on request) of vendors and sources that lease or rent the types of boats, vessels, ROVs, and test support equipment in the operating areas of interest where test operations are likely to occur such as Norfolk VA., San Diego CA, Fort Lauderdale FL, and along the Gulf Coast. The Contractor shall, as approved by the COR and authorized by the PCO, lease additional boats, vessels, ROVs, test support equipment, in support of this Task Order.

3.4 Weekly Operations and Maintenance Reporting (CDRL A001)

The Contractor shall develop and deliver a summary report of all operation and maintenance activities on a

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weekly basis.

3.5 Progress Reporting (CDRL A002)

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. Progress reporting elements include items such as:

- (a) Narrative summary of the work performed and results obtained
- (b) Anticipated activities for the following month
- (c) An explanation of deviations from the last month's projections
- (d) Current or projected problems and issues being worked by the Contractor
- (e) Current or projected problems and issues requiring Government attention
- (f) Status of USCG licenses, CPR training, and any required certifications.
- (g) Trip Reports for travel performed including highlights, summary of technical discussion(s), action items and a list of attendees
- (h) Required mandatory Government training (such as but limited to: Environmental, Ethics, Operational Security, Traffic in Persons, Counterintelligence Briefing)
- (i) Invoices for labor and materials purchased as other direct costs.
- (j) EVM Graphs
- (k) Material costs spreadsheets

3.8 Government Facilities and Equipment

The Government will provide one office space to be shared for up to ten (10) contractor personnel (Program Manager and Craftmasters) under this Task Order. The Contractor Program Manager will also be provided with a Navy Marine Corps Intranet (NMCI) capable computer. The Government will also provide one phone, one fax machine, one printer, one phone, and one network connection under this Task Order. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc. The Government will also provide access to trucks and vehicles as necessary to deploy and recover tailored craft. Contractor operators shall be licensed and certified in accordance with state law and NSWC PCD regulations or instructions related to safety as delineated in this PWS.

The specific location(s) will be provided at the time of award. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than 3 business days after the date of award. The work space provided to the contractor personnel shall be identified, by the awardee, with appropriate signage listing the company name and individual contractor employee name.

Access to Government buildings at Naval Support Activity Panama City (NSA PC) - is from 0630 to 1500 Monday through Friday, except Federal holidays. Access hours may vary depending on the mission; however, Contractor personnel shall be under Government oversight at all times. Normal work hours are from 0630 to 1500, Monday through Friday. During normal work hours, Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings at NSA PC outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

In the event that NSA PC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" and shall follow NSA PC instructions for non-essential personnel.

3.9 Travel

Overnight operations and travel is expected throughout the duration of this Contract. There will be trips and other emergent trips that may be required to locations such as Norfolk VA, San Diego CA, and Fort Lauderdale FL.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Information (GFI)

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NSWC PCD will provide all available PSC drawings, the Operations and Maintenance Manuals, the NSWC PCD Safety Office Tag-Out procedure, in support of this contract within 10 days of award. All GFI shall be returned at the completion of this Contract. Test plans and Operational Area clearances will be provided within 10 days prior to any required test operations.

4.2 Government Furnished Materials (GFM)

The Naval Surface Warfare Center Panama City Division will provide GFM as requested by the Contractor through Contract Modification.

5.0 SECURITY

This effort may require access to classified information up to the SECRET level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a SECRET clearance for all Craft Masters. The requirements of the attached DD Form 254 apply; see Section J, attachment J.1.

5.1 Information Security Requirements

a. 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 12958, as amended, 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.

b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):

Prior to access, Contractor personnel requiring access to Department of the Navy (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 or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or Contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):

Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

5.2 Operations Security

a. 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 or movement of sensitive information, equipment, or facilities.
- Force structure and readiness (e.g., recall rosters).
- Capabilities, vulnerabilities, limitations, security weaknesses.
- Intrusions or attacks of DoD networks or information systems.
- Network (and system) user IDs and passwords.
- Movements of key personnel or visitors (itineraries, agendas, etc.).

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- Security classification of equipment, systems, operations, etc.

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

6.0 GOVERNMENT / CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Contract 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 prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Contract. 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), Contractor employees 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 Contract. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this Contract 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 Contract including the work of its Contractor personnel.

Contractor personnel under this Contract shall not:

- (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 Contract do not require the Contractor or its 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.

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(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 are 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
(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.

7.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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>.

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SECTION D PACKAGING AND MARKING

Packaging, Packing, Marking and Labeling

Hazardous materials to be shipped by any mode or combination of modes of transportation shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

| <u>TYPE OF SHIPMENT</u> | <u>APPLICABLE REGULATIONS</u> |
|-------------------------------|-------------------------------|
| 1. Domestic | A |
| 2. Domestic Air Commercial | A, B, C |
| 3. Domestic Air Military | A, F |
| 4.* Export Surface | A, E, G |
| 5.* Export Air Commercial | A, D, G |
| 6.* Export Air Military (MAC) | F, G |

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations
- E. International Maritime Dangerous Goods Code
- F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Air Shipment
- G.* Export shipments are also subject to the domestic regulations indicated to the port of embarkation

DISTRIBUTION STATEMENTS

DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this Contract shall carry the following Distribution Limitation Statement. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION STATEMENT D

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DEPARTMENT OF DEFENSE CONTRACTORS ONLY: ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO THE COMMANDER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E25, 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. Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

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

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5) Sponsor

Name of Individual Sponsor : **To Be Determined (TBD) after award**

Name of Requiring Activity: **TBD after award**

City and State: **Panama City, FL**

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

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SECTION E INSPECTION AND ACCEPTANCE

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

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-------------------------|
| 4000 | 12/1/2012 - 11/30/2013 |
| 4001 | 11/22/2013 - 11/21/2014 |
| 6000 | 12/1/2012 - 11/30/2013 |
| 6001 | 11/22/2013 - 11/21/2014 |
| 7000 | 11/22/2014 - 11/21/2015 |
| 9000 | 11/22/2014 - 11/21/2015 |

DURATION OF TASK ORDER PERIOD

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

The periods of performance are as follows :

BASIC PERIOD

4000 01 December 2012 - 21 November 2013
6000 01 December 2012 - 21 November 2013

AWARD TERM 1

4001 22 November 2013 - 21 November 2014
6001 22 November 2013 - 21 November 2014

AWARD TERM 02

7000 22 November 2014 - 21 November 2015
9000 22 November 2014 - 21 November 2015

The period of performance for the following Award Term Items are from date of Award Term extension through estimated 12 months, thereafter.

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed. All data deliverables shall be in accordance with a schedule as specified in the attached Contract Data Requirements List, DD Form 1423, Exhibit A.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer

[REDACTED]
Code B32
110 Vernon Ave
Panama City, Florida 32407

Contract Specialist

[REDACTED]
Code B32
110 Vernon Avenue
Panama City, Florida 32407

Ombudsman

[REDACTED]
850-235-5328
[REDACTED]

Contracting Officer Representative

[REDACTED]
Code E42
110 Vernon Avenue
Panama City, FL 32407

Defense Contract Management Agency (DCMA)

DODAAC: S2404A
DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

Defense Finance and Accounting Services (DFAS)

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

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INVOICE INSTRUCTIONS (WAWF)

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

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

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

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

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

| | |
|---|---------------|
| ISSUE DODAAC | N61331 |
| ADMIN DODAAC | S2404A |
| PAY OFFICE DODAAC | HQ0338 |
| INSPECTOR DODACC | LEAVE BLANK |
| SERVICE ACCEPTOR DODAAC | S2404A |
| SERVICE APPROVER DODAAC | S2404A |
| SHIP TO DODAAC (For Invoicing Purposes) | N61331 |
| DCAA AUDITOR DODAAC | HAA47B |
| LPO DODAAC | N61331 |
| INSPECTION LOCATION | SEE SECTION E |
| ACCEPTANCE LOCATION | SEE SECTION E |

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

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

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aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

[REDACTED]
[REDACTED]

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcpd_wawf@navy.mil.

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INVOICING INSTRUCTIONS: DFARS PGI 204.7108 - Payment Instructions (PGI Compliance)

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108(d)(12) - Payment Instructions, the Contracting Officer has determined that other (nonstandard) payment instructions apply to this task order. This task order contains contract line items (CLINS) that are funded by multiple accounting classifications for which contract line items are not broken out into separately identifiable sub contract line items (SLINS), or informational SLINS.

- a. This task order will be funded by multiple accounting classifications and allotted by SUBCLIN to the main allocation CLINS.
- b. Payments shall be made from the accounting classification citations from the specific SUBCLINS in which they are invoiced. Money shall not be moved from one SUBCLIN to another SUBCLIN to pay an invoice.
- c. The Contractor shall cooperatively identify the appropriate SUBCLINS to the contracting officer's representative (COR) prior to submitting the invoice.
- d. Additional ACRNS will be assigned when new accounting classifications are available. When adding new ACRNS or changing existing ACRNS, the above payment instructions shall apply, unless specifically revised payment instructions are provided as part of a contract modification.

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EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at 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 follow their parent company policy procedures. 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

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for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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TASK ORDER CONTRACT LINE ITEMS (CLIN) FUNDING

The funding amounts shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this Task Order in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount of this Task Order.

Sixty days before the end of the period specified in Section F, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in Section B or otherwise agreed upon, and when the funds will be required.

The Contractor shall only invoice CLINs for expenses that were incurred during the CLIN's period of performance. The period of performance for each CLIN is identified in Section F Deliverables or Performance.

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Accounting Data

| SLINID | PR Number | Amount |
|---|------------|------------|
| 400001 | 1300315935 | [REDACTED] |
| LLA : | | |
| AA 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001497870 | | |
| 600001 | 1300315935 | [REDACTED] |
| LLA : | | |
| AA 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001497870 | | |

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding 0.00
Cumulative Funding [REDACTED]

MOD 02 Funding 0.00
Cumulative Funding [REDACTED]

MOD 03 Funding 0.00
Cumulative Funding [REDACTED]

MOD 04

| | | |
|---|------------|------------|
| 400101 | 1300386717 | [REDACTED] |
| LLA : | | |
| AB 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001993183 | | |

| | | |
|---|------------|------------|
| 600101 | 1300386717 | [REDACTED] |
| LLA : | | |
| AB 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001993183 | | |

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

| | | |
|---|-----------------|------------|
| 700001 | 130046173900001 | [REDACTED] |
| LLA : | | |
| AC 97X4930 NH1D 257 77777 0 050120 2F 000000 A00002588713 | | |

| | | |
|--------|-----------------|------------|
| 900001 | 130046173900002 | [REDACTED] |
| LLA : | | |

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AD 97X4930 NH1D 257 77777 0 050120 2F 000000 A00002588713

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

| | | | | |
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SECTION H SPECIAL CONTRACT REQUIREMENTS

CERTIFICATIONS AND LICENSES INFORMATION

The Contractor shall ensure the required certifications and licenses are obtained and maintained throughout the life of this contract: Crane Certification, United States Coast Guard (USCG) 100-Ton Master Captain's License, State Driver's License, First Aid training, and Cardiopulmonary Resuscitation (CPR) Certification. The Contractor shall provide proof of having or ability to obtain the required licenses by the contract award date.

INSURANCE INFORMATION

The Contractor shall ensure the required insurance is obtained and maintained throughout the life of this Contract for Longshoreman's/Harbor Master Insurance. The Contractor shall provide proof of having obtained the required insurance yearly throughout the life of this contract.

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.

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 82,260 (27,420 annually)* total 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.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (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 527.31 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.

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(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 underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information***.

(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.

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*Department of Labor Wage Determination 2012-0205 is applicable to this contract and incorporated in the Level of Effort of the Occupation Code 47080 - General Vessel Assistant day rates. The total level of effort for the performance of this contract is 82,260 (27,420 annually) labor hours. The equivalent man-days, as called out in the Wage Determination, is 6,855 (2,285 annually) total man-days. For the purpose of applying the wage determination; the number of man-days is calculated by dividing the total number of labor hours (82,260) by the number of hours in an average work day (12). The calculation is as follows:

82,260 hours /12 hours = 6,873 man-days for total task order performance. The annual number of man-days is 2,291 (6873 / 3 = 2291).

Additional reporting requirement for Clause 5252-216-9122, paragraph (h).

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The contractor shall also include the equivalent number of man-days in addition to the labor hours to be in accordance with the Wage Determination 2012-0205.

(End of Text)

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BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any task order resulting from this solicitation.

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CHANGES IN KEY PERSONNEL

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

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

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

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

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

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CAPPED RATES

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

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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.

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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 |
|------|---------------------|-----------------------------|-----------------------------|------|------|-------------|
|------|---------------------|-----------------------------|-----------------------------|------|------|-------------|

(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 4000, 4001, 6000, 6001, 7000, & 9000 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.

SECTION I CONTRACT CLAUSES

See Section I of the offeror's basic contract.

CLAUSES INCORPORATED BY FULL TEXT:

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FAR 52.223-3 Hazardous Material Identification and Material Safety Data.

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

| Material <i>(If none, insert "None")</i> | Identification No. |
|---|--------------------|
| none | |
| | |
| | |

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

Alternate I (Jul 1995). If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

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252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**Small Business Administration (SBA) North Florida District Office,
7825 Baymeadows Way Suite 100B, Jacksonville, FL 32256-7504
Phone: (904) 443-1900/Fax: (904) 443-1980**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

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52.219-14 Limitations on Subcontracting (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

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(b) *Applicability*. This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.232-20 -Limitation of Cost (Apr 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than

- (1) the estimated cost specified in the Schedule or,
- (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that --

- (1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or
- (2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause --

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(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of

(i) the estimated cost specified in the Schedule or,

(ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each. (End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment J.1: DD Form 254-Contract Security Classification Specification

Attachment J.2: Quality Assurance Surveillance Plan (QASP)

NSWC PCD Instruction 3124.1A

NSA PC Instruction 3120.3A

NSWC PCD Instruction 5100.30D

NSWCPCDINST 5100.33B

S9086-T4-STM-010/CH-589R6-Navy Ships Technial Manual

NSWC PCD Instruction 3110.2A

NSWC PCD Boat Operations Catalog

Department of Labor Wage Determination No: 2010-0205 dated 06/13/2012

Exhibit A: Contract Data Requirements Lists (CDRLs) DD Form 1423-2