

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
24

3. EFFECTIVE DATE
30-Jan-2017

4. REQUISITION/PURCHASE REQ. NO.
1300621271

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

6. ISSUED BY CODE

N00164

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

S3605A

NSWC, CRANE DIVISION
300 Highway 361 - Building 3373
Crane IN 47522-5001

DCMA DAYTON
AREA A, BUILDING 30, 1725 VAN PATTON
DRIVE
WRIGHT-PATTERSON AFB OH 45433-5302

SCD: C

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

Artisan Electronics, Inc.
14051 SGM Gene Shaw Technology Dr. Suite B, Box 127
Crane IN 47522

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-07-D-4968 / N00178-07-D-4968-FC02

10B. DATED (SEE ITEM 13)

01-Aug-2013

CAGE CODE 06EA6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
-
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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)

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY [Signature]

(Signature of Contracting Officer)

30-Jan-2017

(Signature of person authorized to sign)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to add incremental funding for SLIN 9401AB.

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

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
9401AB		1/30/2017 - 7/31/2017

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	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 Labor. See Note A. Note: Only SLIN 400003 shall have an extended PoP date of 30 September 2014. No other SLIN's shall be charged against this CLIN past 31 July 2014. (Fund Type - TBD)					
400001	R425	Test Program Set (TPS) development, technical repair support, testing, diagnostic troubleshooting, fault isolation, training and logistics support. (Base Year Labor) (APN) (APN)					
400002	R425	Incremental labor funding in the amount of 0 in support of for engineering support services in support of EA-18G Standup (Fund Type - TBD)					
400003	R425	Funding in support of , for TPS Development in support of repairing Driver Display Assembly. (WCF)					
400004	R425	Funding in support of for engineering support services in support of EA-18G Standup (APN)					
4001		Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 Labor. See Note A.					
4001AA	R425	Funding in support of , Pearl Harbor Naval Ship Yard and Intermediate Maintenance Facility, Automated Test Equipment Engineering Support (O&MN,N)					
4001AB	R425	Funding in support of /PMA 265/EA-18G/EA-18G Depot Standup Engineering). (APN)					

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 2 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001AC	R425	Funding in support of [REDACTED]/PMA-265/EA-18G/Rate Adjustment). (APN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4100	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 Surge Labor. See Note B & C. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
4999		Data for Labor CLINs 4000, 4100, 7000, 7100, 7200, and 7300: In accordance with (IAW) CDRLs A001 - A006, the Government shall have unlimited data rights to all data generated IAWDFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS252.227-7017. All data generated under this procurement has been paid for, in full, by the Government.					[REDACTED]

[REDACTED] ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 ODC. See Note D. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
600001	R425	Incremental ODC funding in the amount of [REDACTED] in support of [REDACTED] for engineering support services in support of EA-18G Standup (APN)			
6001		Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 ODC. See Note D.			[REDACTED]
6001AA	R425	Funding in support of [REDACTED], Subtask C/Warner Robins TPS Development. (WCF)	[REDACTED]	[REDACTED]	[REDACTED]
6001AB	R425	Funding in support of [REDACTED], Pearl Harbor Naval Ship Yard and Intermediate Maintenance Facility, Automated Test Equipment Engineering Support (O&MN,N)	[REDACTED]	[REDACTED]	[REDACTED]
6100	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Base Year 1 Surge ODC. See Note B & D. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
		Option			

For Cost Type Items:

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 3 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 1 Labor. See Note A & B. (Fund Type - TBD)					
7001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					
7001AA	R425	Funding in support of [REDACTED] /NAVAIR/PMA-265/Depot Standup Support). (APN)					
7001AB	R425	Funding in support of [REDACTED], Subtask B/Pearl Harbor Navy Shipyard/Automated Test Equipment Engineering Support). (O&MN,N)					
7001AC	R425	Funding in support of [REDACTED] /NAVAIR/PMA-265/EA-18G Depot Standup Engineering Support). (APN)					
7001AD	R425	Funding in support of [REDACTED] Subtask B/NAVSUP/UYK-44/Automated Test Equipment Engineering Support). (WCF)					
7001AE	R425	Funding in support of [REDACTED], Subtask C/Warner Robins/ALR-56M/Automated Test Equipment Engineering Support). [REDACTED] [REDACTED] [REDACTED]					
7001AF	R425	Funding in support of [REDACTED], [REDACTED] NAVSUP/UYK-44/Automated Test Equipment Engineering Support). [REDACTED] [REDACTED]					
7001AG	R425	Funding in support of [REDACTED] /NAVSUP/UYK-44/Analog Test Engineering, Technical Support, and Training for Test Program Sets). (O&MN,N)					
7001AH	R425	Funding in support of [REDACTED] /NAVAIR/PMA-265/EA-18G Depot Standup Engineering Support). Note: [REDACTED] [REDACTED]					
7001AJ	R425	Funding in support of [REDACTED] /NAVAIR/RAAF/EA-18G					

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 4 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Depot Standup Engineering Support). [REDACTED]					
7001AK	R425	Funding in support of [REDACTED] NAVSUP/Pearl Harbor/Automated Test Equipment Engineering Support). [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7100	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 1 Surge Labor. See Note B & C. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		Option					
7200	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 2 Labor. See Note A & B. (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					[REDACTED]
7201AA	R425	Funding in support of [REDACTED] /NAVAIR/PMA-265/Depot Standup Support). (APN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201AB	R425	Funding in support of [REDACTED] /Warner Robins-ALC/ALQ-184/ALM-233/Automated Test Equipment Engineering Support). [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201AC	R425	Funding in support of ([REDACTED], NAVAIR/PMA-265/EA-18G/Depot Standup Engineering Support). (APN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201AD	R425	Funding in support of [REDACTED] /WR-ALC/ALQ-155 system support). (WCF)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201AE	R425	Funding in support of [REDACTED] (NAVAIR/EA-18G/AN/ALQ-218 Depot Standup). (APN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
7201AF	R425	Funding in support of [REDACTED] (NAVAIR/PMA-265/Depot Standup Support). (APN)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 5 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 2 Surge Labor. See Note B & C. (Fund Type - TBD) Option	█	█	█	█	█
7400	R425	Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Fund Type - TBD)	█	█	█	█	█
7401		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.					█
7401AA	R425	Funding in support of █ (NAVAIR/EA-18G/AN/ALQ-218 Depot Standup). (APN) (APN)	█	█	█	█	█
7500	R425	Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Fund Type - TBD)	█	█	█	█	█

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 1 ODC. See Note B & D. (Fund Type - TBD)	█	█	█
9001		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			█
9001AA	R425	Funding in support of █/Pearl Harbor Navy Shipyard/Automated Test Equipment Engineering Support). (O&MN,N)	█	█	█
9001AB	R425	Funding in support of █/NAVAIR/PMA-265). (APN)	█	█	█
9001AC	R425	Funding in support of (█/NAVSUP/Pearl Harbor/Travel). (O&MN,N)	█	█	█
9100	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 1 Surge ODC. See Note B & D. (Fund Type - TBD) Option	█	█	█
9200	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 2 ODC. See Note B & D. (Fund Type - TBD)	█	█	█

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 6 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9201		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			██████████
9201AA	R425	Funding in support of ██████████/NAVAIR/PMA-265/Depot Standup Support). (APN)	██	██	██████████
9201AB	R425	Funding in support of ██████████ (NAVAIR/EA-18G/AN/ALQ-218 SRA Depot Standup). (APN)	██	██	██████████
9300	R425	Engineering and technical services for AEWDS and AEAS for Test Program Set (TPS) development. Option Year 2 Surge ODC. See Note B & D. (Fund Type - TBD) Option	██	██	██████████
9400	R425	Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Fund Type - TBD)	██	██	██████████
9401		Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G.			██████████
9401AA	R425	Funding in support of ██████████, NAVAIR/PMA-265/EA-18G/Depot Standup Engineering Support). (APN) (APN)	██	██	██████████
9401AB	R425	Funding in support of ██████████ NAVAIR/PMA-265/EA-18G/Depot Standup Engineering Support). (APN) (WCF)	██	██	██████████
9500	R425	Contractor shall invoice the following priced SLINs in accordance with invoicing instructions in Section G. (Fund Type - TBD)	██	██	██████████

NOTE A: LEVEL OF EFFORT

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the period of performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is ██████████, with the mix recommended in ██████████ in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

NOTE B: OPTION

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

NOTE C: SURGE

If the Government determines that an increased LOE is required, the Government reserves the right to exercise "surge" option CLINs for additional hours in accordance with the SOW. In the event that the Government does elect to exercise the surge option item, the appropriate ceiling and LOE may be re-aligned under labor CLINs for each task identified in the SOW. The Government estimate is ██████ of yearly labor hours for labor surge option items. Offerors should propose surge options using a Weighted Average Loaded Labor Rate (WALLR) applied to the surge CLIN hours. All surge labor CLINs should be proposed as CPFF, and is not to exceed the prime Offeror's maximum fee percent in their SeaPort Enhanced (Seaport-e) Multiple Award Contract (MAC).

Note: WALLR is calculated by dividing total proposed labor costs by total proposed hours (including subcontractors. An example can be found as Attachment 10 in section J.)

NOTE D: OTHER DIRECT COSTS

During the performance of this task order it may be necessary for the contractor to procure materials or equipment (hereafter referred to as "materials") to respond to the mission requirements listed in the Statement of Work. This task order is a service contract and

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 7 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

the procurement cost of material, of any kind, that are not incidental to, and necessary for, the contract performance may be determined as unallowable costs pursuant to FAR Part 31.

-The term "material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item.

-The term "equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

-"Government property" means all property owned or leased by the Government. Government property includes both Governmentfurnished and Contactor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Any material acquired by the contractor is subject to the requirements of the FAR and DFARS. Charges related to materials costs may include general and administrative (G&A) expenses but shall not include fee or profit.

The Government estimates total ODCs for this TO to be [REDACTED]. ODCs should be proposed as prescribed in [REDACTED].

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(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 equal to [REDACTED] of the allowable cost of each invoice 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 8 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Officer has advised the paying office in writing that no fee adjustment is required.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 9 of 61	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Scope

The contractor shall provide non-personal services and incidental materials that could span the entire spectrum of mission areas required to complete the tasking of the Surveillance and Electronic Support Systems Division (SESSD), Code WXT and Airborne Electronic Attack Systems (AEAS) Division, Code WXS. Services within the functional areas identified below shall be performed on this Task Order (TO) only when ordered by Technical Instruction (TI). The TI will only be issued by the Contracting Officer's Representative (COR).

This Statement of Work (SOW) sets forth requirements for Test Program Set (TPS) development for sustainment of fielded systems, compatibility, design interface, calibration, technical repair support, testing, diagnostic troubleshooting, fault isolation, and training support for the SESSD, Code WXT and AEAS Division, Code WXS. WXT/WXS supports many Department of Defense (DOD) customers and industry partners. Examples of program offices for workload are: PMA-265, PMA-234, PMA-290, and WR-ALC. Examples of various aircraft for workload are: P-8, EA-18, EA-6, B-2, and EP-3. Examples of the workload of sustainment of fielded systems include the following areas: Trident Navigation Storage Assessment Technology, ALQ-218, ALQ-161, ALE-24, ALR-67, AN/AAR-44, AN/ALR-69, AN/ALT-32, AN/ALQ-155, AN/AVQ-20, and ALQ-240.

1.1 Background

The SESSD Division and AEAS Division work is in support of testing, repair, maintenance, and life cycle support of electronic modules and assemblies that are required by the Navy and DOD customers. The electronic modules are tested on various Automated Test Equipment (ATE) owned by the Government. These electronic modules support various Navy airborne and shipboard systems and equipment.

2.0 Applicable Documents

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the TI, form a part of this SOW for reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

2.1 Specification – Non-Applicable

2.2 Standards

MIL-STD-2097A Acquisition of Support Equipment, Associated Logistics Support
MIL-PRF-32070A Performance Specification: Test Program Sets

2.3 Other Publications

Federal Acquisition Regulation (FAR), current edition

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 10 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Defense Federal Acquisition Regulation Supplement (DFARS), current edition
NSWC Crane Acquisition Quality Assurance Guide
NSWC Security Procedures
NSWC Safety Procedures

2.4 Instructions and Directions

SECNAVINST 5370.2J CH 1 Standard of Conduct and Government Ethics
NAVSUPINST 420-36B Program Support Data for Initial, Interim, and Follow- on Requirements
OPNAVINST 5100.23E Navy Occupational Safety and Health Program
OPNAVINST 5239.1B Navy Information Assurance Program
NAVWPNSUPPCENINST Information and Personnel Security Manual 5510.24A
NSWCCINST 5910.1 Control of Contractor Personnel Onboard Naval Surface Warfare Center Crane
NAVWPNSUPPCENINST Energy Conservation
11300.1
NAVWPNSUPPCENINST Fire Protection Manual
11320.2A
NAVWPNSUPPCENINST Center Operations during Inclement Weather
11210.1L
OPNAVINST 5000.49A Integrated Logistic support in the Acquisition Process
Change 1
OPNAVINST 5090.1B Environmental and Natural Resources Protection Manual
OPNAVINST 5102.1C Mishap Investigation and Reporting
SECNAVINST 4200.31B Contract Support Services (CSS)
49 CFR 172.300F Marking of Hazardous Materials
ISO 9001:2000 Quality Program

3.0 Requirements

The contractor shall provide qualified test engineering, technical, and program support personnel to work at the Naval Surface Warfare Center, Crane Division facility and contractor facility that will support Code WXT/WXS in the execution of their overall mission. Office space and access to Government facilities will be provided at Crane for contractors to perform testing or repairs using Navy or DOD testers and equipment. Standard electronic bench equipment, test instrumentation, and ATE or computer hardware and software will be provided to the contractor as specified on each Technical Instruction released by the COR. The contractor shall be required to schedule the use of bench equipment and ATE with Government personnel. The contractor may be required to purchase incidental bench equipment, test instrumentation, hardware, software, or ATE to complete tasking if the Government does not possess the required items to develop a TPS. Contract Data Requirement Lists (CDRLs) will be required (A001, A002, and A003) and are further specified in 5.0.

The functional service areas to be supported on this TO are described in the sections below.

3.1 Research and Development Support – Non-Applicable

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 11 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.2 Engineering, System Engineering and Process Engineering Support

3.2.1 Test Program Set Development

The contractor shall develop TPSs and associated test hardware fixtures to be hosted on targeted Government furnished ATE in support of U.S. Navy requirements. A TPS consists of test code routines, an interface test adapter (ITA) with all associated documentation, and the test program documentation with operator instructions for each electronic circuit card assembly all on electronic media except for hardware associated items. The contractor shall develop each TPS as a screen only or fault detection type test. The contractor will support these efforts using LASAR simulation software or other simulation software, and shall develop stimulus and response test vectors to a fault detection rating identified by the specific requirements within each TI. The LASAR software will be available to the contractor at Crane to assist the development or modification of TPSs. Other development or simulation software (C+, Labview, Visual Basic, etc.) will be specified on the TI if needed to complete the TPS.

3.2.2 Test Program Set Life Cycle Support

The contractor shall not only develop, but provide life cycle support to TPSs in the event corrections, modifications, or enhancements are required to repair and maintain airborne or surface electronic systems and modules. The life cycle support shall consist of engineering design, development, and analysis; technical and troubleshooting repairs; and logistic support services.

3.2.3 Test Engineering Support

The contractor shall provide test engineering and technical support in troubleshooting and diagnosing electronic modules and devices for the U.S. Navy as related to the following ATE equipment: Teradyne L-260, Teradyne L-280, Teradyne L-357, Teradyne Spectrum 9000, LTX Circuit Card Tester; Hi-Level Topaz V, HP82000 and other associated test engineering and development systems. The contractor shall generate diagnostic fault information to adequately document and repair electronic modules. This information shall be provided in the form of a Module Repair Sheet as modules are diagnosed and repaired in accordance with CDRL A003. Test engineering support service will be defined in each TI when released by the COR.

3.2.4 Interface Test Adapters (ITA) Design and Development Materials

The contractor shall provide electronic components, printed circuit boards (PCB), wiring, cabling, and hand tools to design and build the ITAs for use on the ATE when developing a TPS. The ITA shall be used on the ATE to mechanically and electronically connect the Circuit Card Assembly (CCA) or testing and troubleshooting. The contractor must list the material needed for the performance of the tasks identified in each TI with cost information included. The list of materials will provide general details of the new ITA design or the CCA repairs needed. Any incidental materials will be submitted to the Government in the ROM per TI requirement. The Progress Report will be in accordance with CDRL A001 for all new electronic ITA designs. A list of materials will be submitted to the Government in the Module Repair Sheet in accordance

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 12 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

with CDRL A003 for all CCAs needing electronic components for repair. A review and approval will be performed by the Requiring Technical Activity (RTA) of the list of materials for the new electronic fixture designs or CCA repairs.

- 3.3 Modeling, Simulation, Stimulation, and Analysis Support – Non-Applicable**
- 3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support – Non-Applicable**
- 3.5 System Design Documentation and Technical Data Support – Non-Applicable**
- 3.6 Software Engineering, Development, Programming, and Network Support – Non-Applicable**
- 3.7 Reliability, Maintainability, and Availability (RM&A) Support – Non-Applicable**
- 3.8 Human Factors, Performance, and Usability Engineering Support – Non-Applicable**
- 3.9 System Safety Engineering Support – Non-Applicable**
- 3.10 Configuration Management (CM) Support – Non-Applicable**
- 3.11 Quality Assurance (QA) Support – Non-Applicable**
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology(IT) Support – Non- Applicable**
- 3.13 Inactivation and Disposal Support – Non-Applicable**
- 3.14 Interoperability, Test and Evaluation, Trials Support – Non-Applicable**
- 3.15 Measurement Facilities, Range, and Instrumentation Support – Non-Applicable**
- 3.16 Logistics Support – Non-Applicable**
- 3.17 Supply and Provisioning Support – Non-Applicable**
- 3.18 Training Support**

The contractor shall provide training and technical support in the development and use of TPSs in relation to ATE used by the U.S. Navy. The contractor shall provide training and technical support to military, Government personnel, or private personnel in the development, operation, and use of the ATE or TPSs. The training may be in a formal class room setting or an informal lab area where ATE are located. Training materials and documents may be required for students and must be first provided to the Government for review (A006). All training and specific test support requirements will be defined in each TI when released by the COR.

- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support – Non- Applicable**
- 3.20 Program Support – Non-Applicable**
- 3.21 Functional and Administrative Support – Non-Applicable**
- 3.22 Public Affairs and Multimedia Support – Non-Applicable**

4.0 Government Furnished Property (GFP)

4.1 Government Furnished Information (GFI)

The Government will provide all applicable program technical documentation and information to the contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering, logistics, and technical support. Additional GFI will be provided as required or at the request of the contractor or as specified by TI.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 13 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

4.2 Government Furnished Material (GFM)

The GFM will be provided when the contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified in each specific TI.

4.3 Government Furnished Equipment (GFE)

The Government Furnished Equipment (GFE) will be provided when the contractor has a requirement for special or specific Government equipment per specific tasking and as instructed by the TI.

4.4 Government Furnished Facilities (GFF)

Contractor personnel at NSWC Crane shall be authorized access to NMCI owned/Government owned equipment, which shall be utilized during the performance of tasks stated in this TO. This shall include a personal computer/printer with appropriate software (i.e., Microsoft Office), desk and use of telephone with long distance/voice mail capability for official Government business, as required.). Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the NSWC Crane Division or continuous improvement process changes to improve efficiency.

4.5 Government Owned Vehicles

The Government shall provide contractor access and authorization to operate Government owned vehicles for the purpose of transporting materials and documents to and from buildings within the NSWC Crane confines and Westgate facility. Government provided vehicles shall be used solely for the purposes as described in this SOW. All drivers must present proof of valid operator driver's license prior to operating a Government vehicle. The contractor shall operate motor vehicles IAW NSWCCRANEINST 11240.1 or most recent instruction. All contractor personnel operating Government vehicles, to include materials handling equipment, shall be licensed in IAW provisions set forth IAW NSWCCRANEINST 11240.1 or most recent instruction, except when a valid state drivers license shall be accepted as proper authority for operation of commercial/administrative (non-tactical) vehicles up to and including 10,000 pounds gross vehicle weight upon completion of training courses as called out in NSWCCRANEINST 11240.1 or most current instruction. The contractor shall ensure contractor personnel have in their possession a valid US Government Motor Vehicle Operator's Identification Card (SF 46) or valid state driver's license, as applicable, when operating vehicles and equipment. Employees possessing a valid Government license need not be re-licensed. The contractor shall report any accidents involving motor vehicles or any other equipment IAW NSWCCRANEINST 11240.1 or most recent instruction.

4.6 Return of Government Furnished Items

All GFI, GFE, and GFM provided to or acquired by the contractor shall be returned to the responsible Requiring Technical Activity (RTA) upon completion of assigned tasking.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 14 of 61	FINAL
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5.0 Data Deliverables Instructions

All data deliverables shall be made as specified and in contractor format unless otherwise directed. All deliverables shall be submitted to the COR referenced in Section G.

CDRL: A001

DID Number DI-MGMT-80227

DID Title Contractor's Progress Status and Management

Applicable SOW Para 3.0

CDRL: A002

DID Number DI-MISC-80508B

DID Title Technical Report-Study/Services

Applicable SOW Para. 3.0

CDRL: A003

DID Number DI-MISC-80508B

DID Title Technical Report-Study/Services

Applicable SOW Para. 3.0

CDRL: A004

DID Number DI-DRPR-80651

DID Title AEWDS - Engineering Drawings

Applicable SOW Para. 3.0

CDRL: A005

DID Number DI-FNCL-80331

DID Title TO Funding Notification Letter

Applicable SOW Para. 3.0

CDRL: A006

DID Number DI-ADMN-81373

DID Title Presentation Material

Applicable SOW Para. 3.0

CDRL: A007

DID Number DI-MGMT-81834

DID Title Contractors Personnel Roster

Applicable SOW Para. 5.0

6.0 Special Conditions

6.1 Security

The performance on this TO will require contractor employees to have access to classified information up to and including the ██████████ level. The contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 15 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The contractor may be required to have access to live data during the performance of this TO. Any records and data or information the contractor may have access to may be highly sensitive and confidential. The contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this SOW and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions.

6.2 Travel

6.2.1 Travel Requirements

The contractor may be required to travel CONUS and OCONUS. All travel requests for contractor's travel will be authorized by a COR approved Travel Authorization unless specified within the TI. The contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip. For trips made to OCONUS locations that are so designated per the Defense Base Act (DBA), the contractor is authorized to bill for DBA liability insurance.

6.2.2 Travel Authorization

Any travel undertaken by the contractor for performance of TO must have prior authorization by the COR (as stated in each TI).

6.2.3 Need-to-Know Certification

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

6.3 Contracting Officer's Representative (COR)

The COR is the point of contact for non-substantiative communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s). The COR is identified in Section G.

6.4 Requiring Technical Activity (RTA)

The RTA contacts are Functional Managers, Task Managers, and project leads which will be identified in individual TIs.

6.5 Funding

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 16 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

This task order will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

6.6 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

6.7 Hazardous Materials

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

6.8 Control of Contractor Personnel

The contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

6.9 Identification Badges

The contractor shall be required to obtain identification badges from the Government for contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 17 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

6.10 Accident Reporting

The contractor shall maintain an accurate record of and shall report all accidents to the COR immediately after incident occurs.

6.11 Smoking Regulations

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

6.12 Release of Information

All technical data provided to the contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer (KO) Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.13 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.14 Damage Reporting

The contractor shall maintain an accurate record of and shall immediately report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

6.15 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.16 Investigations

Contractor employees shall cooperate with Government investigative agencies conducting

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 18 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

criminal or administrative investigations.

6.17 Government Observations

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe contractor operations. Efforts will be made to minimize the degree of disturbance on contractor performance

6.18 Work Area Cleanliness

The contractor shall be responsible for the orderliness and cleanliness of all Government controlled areas being used by the contractor for office and storage. The space shall be clean, neat and free from fire hazards, unsanitary conditions and safety hazards.

6.19 Key Control

The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

6.20 Hours of Operation

The contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for contractor on-site personnel and the contractor's liaison facility personnel assigned to this effort fall between 0600 and 1800 hours during normal Government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

6.20.1 Compressed Work Schedule

The contractor may be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0600 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1800. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 19 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

working hours to perform the work. Exceptions to the compressed schedule may exist and the Contractor will be notified by the COR of any permanent or temporary exceptions.

6.20.2 Flextime

The contractor may be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0600 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1800). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions

6.20.3 Closed Days

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security, and/or inclement weather/dangerous conditions. The contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

6.20.3.1 Inclement Weather

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

6.20.3.2 Holidays

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King, Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 20 of 61	FINAL
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be observed by the contractor IAW the practice as observed by the assigned Government employees at the using activity.

6.21 Continuous Improvement

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

6.22 Information Non-Disclosure

Contractor personnel may be required, from time to time, to sign Non-Disclosure Agreements as applicable to specific SOW tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

6.23 Licenses, Certifications, and Training

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at vendor facilities. The following types of certification or training may be required to complete tasking as specified in the TI:

Solder Requirement Other as needed by TI
 J-STD-001D CPR Certification
 IPC610F AED Certification
 IPC7711 Forklift Operator
 IPC7721
 IPC/WHMA-A-620
 2M Certification

6.24 Existing Conditions

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 21 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

6.25 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government will have unlimited rights of all data delivered under this TO. The Government will have unlimited data and distribution rights to all processes, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government will have unlimited rights to reproduce and use all submitted CDRL(s).

6.26 Use of Government Vehicles/Material Handling Equipment

Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane and WestGate Technology Park in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

6.27 Contractor Identification

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

6.28 Skills and Training

The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239- 7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the contractor.

6.29 Post Award Meetings

- (a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be identified at Task Order award).
- (b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 22 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the contractor in performance of any provisions of the Task Order.
- (d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0007. The contractor will be given at least five working days notice prior to the date of the meeting by the Contract Specialist.

6.30 Accounting System Adequacy

- (a) FAR 16.301-3(a)(1) requires that a contractor's accounting system be adequate for determining costs applicable to the contract in order to be eligible for a cost reimbursement type contract. This is understood to mean that the accounting system must have been reviewed and approved by the Defense Contract Audit Agency (DCAA).
- (b) This requirement applies equally to the prime contractor as well as their subcontractors who are proposed for cost-reimbursement or time and materials (T&M) contracts. T&M contracts are considered to be a form of cost reimbursement contracting because of the manner in which materials and ODCs are priced (actual cost plus indirect burdens). Subcontractors without approved accounting systems should be contracted using firm fixed price or labor hour contracts.
- (c) The prime contractor is solely responsible for verifying that subcontractors proposed for cost reimbursement contracts (including T&M), have DCAA-approved accounting systems. They shall require subcontractors to include a copy of DCAA's most recent review/approval letter as part of their proposal detail. Proposal statements that the accounting system "has been approved" will not be accepted; a copy of DCAA's letter is required.
- (d) The prime contractor shall also provide a copy of DCAA's most recent review/approval of their accounting system. The status of actions taken as a result of DCAA recommendations shall be addressed. Any unresolved issues shall be identified and their impact on this requirement shall be discussed.

6.31 Enterprise-wide Contractor Manpower Reporting Application

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the TPS support 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>.

7.0 Place of Performance

The place of performance will be at Naval Surface Warfare Center (NSWC), Crane Division, Crane, Indiana. The contractor shall provide personnel to perform services at Crane Division, Crane, Indiana, or any off-site locations required to complete mission goals. Off-site locations may be required to support the Fleet testing and troubleshooting requirements. Contractor personnel at NSWC Crane may be required to periodically relocate as office areas are moved to conform to re-organizations within the Crane Division or continuous improvement process changes to improve efficiency. The Government will provide a work area, desk, and computer located near the ATE lab to perform work defined on each TI.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 23 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

The contractor shall have company facilities located within a reasonable distance of NSWC Crane to design, develop, and assemble any TPS or ATE interface test adapter (ITA) hardware required to successfully perform testing on the Government ATE at Crane. The contractor shall be located reasonably close to the Government facility for quick travel times due to limited numbers of bench equipment and ATE at Crane and to make ATE access schedules.

8.0 Performance Standards

As a performance based acquisition for engineering, technical and management support services, the requirements are structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels summarized in the Quality Assurance Surveillance Plan (QASP) identified as Attachment 6 to the RFP. Performance standards are required to be met for each of the identified Task Requirements.

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 24 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S)
DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR
2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 25 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated (to be completed at time of award) in response to NAVSEA Solicitation N00024-13-R-3045.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 26 of 61	FINAL
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information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 27 of 61	FINAL
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(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

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

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

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

HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (JAN 2008)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Document Automation & Production Service (DAPS) of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract and; (3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 28 of 61	FINAL
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(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the Defense Automation and Production Service (DAPS) in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives or camera-ready copies) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DAPS and with the designated Contract Administration Office for printing and binding which shall include:

- (i) Citation of contract number;
- (ii) Security classification of materials to be printed;
- (iii) Establishment of a schedule for printing, including estimated delivery date to DAPS;
- (iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;
- (v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DAPS; (vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;
- (vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and
- (viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).
- (ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DAPS or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DAPS location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DAPS. All transportation charges are paid to DAPS or a contract printer designated by DAPS. The DAPS shall sign the acceptance block of the DD Form 250 for reproducible quality only.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 29 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print of the diagram to the DAPS with a guide indicating the color of each line. DAPS, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DAPS will correct any errors and print the corrected composite diagram.

(4) DAPS will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DAPS will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DAPS will pack and ship the material used for printing to the DAPS, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DAPS in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DAPS to date of shipment of printed material from DAPS.

<u>Printing</u>	<u>Minimum number of working Days required by DAPS</u>
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DAPS exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DAPS or a printer under contract to DAPS; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DAPS or a printer under contract to DAPS.

(f) The costs of printing, binding, packing and shipping by DAPS of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DAPS

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 30 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

or a contract printer designated by DAPS) shall be borne by the Government.

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by the start date of task order performance. In addition, mandatory requirements must be maintained through the life of the task order. The mandatory requirements are as follows:

Requirement 1 - Security Clearance. All personnel to be assigned under this Task Order must have at least a [REDACTED] Security Clearance Level. Interim clearances are acceptable.

Requirement 2 - Facility Security Clearance. The prime contractor's facility must be cleared to the [REDACTED].

Requirement 3 - Organization Conflict of Interest (OCI) Certification/Mitigation Plan. The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

CNIN-NOTICE-0003 Enterprise-wide Contractor Manpower Reporting Application (ECMRA) (NOV 2013)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services under this contract for the Naval Surface Warfare Center, Crane Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 31 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

<https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 32 of 61	FINAL
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SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
(Name of Individual Sponsor)

- (Name of Requiring Activity)

- (City and State)

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 33 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 4999 - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Attachment 6 in Section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 34 of 61	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/1/2013 - 9/30/2014
4001AA	6/5/2014 - 7/31/2014
4001AB	7/7/2014 - 7/31/2014
4001AC	8/1/2013 - 7/31/2014
6000	8/1/2013 - 7/31/2014
6001AA	4/29/2014 - 7/31/2014
6001AB	6/5/2014 - 7/31/2014
7000	8/1/2014 - 7/31/2015
7001AA	8/1/2014 - 7/31/2015
7001AB	8/1/2014 - 9/30/2014
7001AC	8/11/2014 - 7/31/2015
7001AD	9/12/2014 - 7/31/2015
7001AE	10/2/2014 - 7/31/2015
7001AF	10/2/2014 - 7/31/2015
7001AG	12/4/2014 - 7/31/2015
7001AH	2/4/2015 - 7/31/2015
7001AJ	2/4/2015 - 6/30/2015
7001AK	2/4/2015 - 7/31/2015
7200	8/1/2015 - 7/31/2016
7201AA	8/1/2015 - 7/31/2016
7201AB	12/16/2015 - 7/31/2016
7201AC	3/1/2016 - 7/31/2016
7201AD	3/1/2016 - 7/31/2016
7201AE	4/6/2016 - 7/31/2016
7201AF	5/25/2016 - 7/31/2016
7400	8/1/2016 - 7/31/2017
7401AA	8/1/2016 - 7/31/2017
7500	8/1/2017 - 3/2/2018
9000	8/1/2014 - 7/31/2015
9001AA	8/1/2014 - 9/30/2014
9001AB	8/11/2014 - 7/31/2015
9001AC	2/4/2015 - 7/31/2015
9200	8/1/2015 - 7/31/2016
9201AA	8/1/2015 - 7/31/2016
9201AB	4/6/2016 - 7/31/2016
9400	8/1/2016 - 7/31/2017
9401AA	8/1/2016 - 7/31/2017
9401AB	1/30/2017 - 7/31/2017
9500	8/1/2017 - 3/2/2018

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 35 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

CLIN - DELIVERABLES OR PERFORMANCE

For proposal purposes, estimated date of TO award is 01 August 2013. Government reserves the right to award sooner or later, if necessary. Start and end dates will be updated accordingly, upon TO award.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

ITEM(S) Base Period:	FROM - TO
4000	8/1/2013 - 9/30/2014
4001AA	6/5/2014 - 7/31/2014
4001AB	7/7/2014 - 7/31/2014
4001AC	8/1/2013 - 7/31/2014
6000	8/1/2013 - 7/31/2014
6001AA	4/29/2014 - 7/31/2014
6001AB	6/5/2014 - 7/31/2014
7000	8/1/2014 - 7/31/2015
7001AA	8/1/2014 - 7/31/2015
7001AB	8/1/2014 - 9/30/2014
7001AC	8/11/2014 - 7/31/2015
7001AD	9/12/2014 - 7/31/2015
7001AE	10/2/2014 - 7/31/2015
7001AF	10/2/2014 - 7/31/2015
7001AG	12/4/2014 - 7/31/2015
7001AH	2/4/2015 - 7/31/2015
7001AJ	2/4/2015 - 6/30/2015
7001AK	2/4/2015 - 7/31/2015
7200	8/1/2015 - 7/31/2016
7201AA	8/1/2015 - 7/31/2016
7201AB	12/16/2015 - 7/31/2016
7201AC	3/1/2016 - 7/31/2016
7201AD	3/1/2016 - 7/31/2016
7201AE	4/6/2016 - 7/31/2016
7201AF	5/25/2016 - 7/31/2016
7400	8/1/2016 - 7/31/2017
7401AA	8/1/2016 - 7/31/2017
7500	8/1/2017 - 3/2/2018
9000	8/1/2014 - 7/31/2015
9001AA	8/1/2014 - 9/30/2014
9001AB	8/11/2014 - 7/31/2015
9001AC	2/4/2015 - 7/31/2015

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 36 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9200	8/1/2015 - 7/31/2016
9201AA	8/1/2015 - 7/31/2016
9201AB	4/6/2016 - 7/31/2016
9400	8/1/2016 - 7/31/2017
9401AA	8/1/2016 - 7/31/2017
9401AB	1/30/2017 - 7/31/2017
9500	8/1/2017 - 3/2/2018

Option Period(s):

4100	8/1/2013 - 7/31/2014
6100	8/1/2013 - 7/31/2014
7100	8/1/2014 - 7/31/2015
7300	8/1/2015 - 7/31/2016
9100	8/1/2014 - 7/31/2015
9300	8/1/2015 - 7/31/2016

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

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 37 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

CLAUSES INCORPORATED BY REFERENCE:

252.204-7006 Billing Instructions (OCT 2005)
252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)

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.

SECURITY ADMINISTRATION

The highest level of security required under this TO is [REDACTED] as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER

[REDACTED]
NAVSURFWARCENDIV, Crane
300 Hwy 361, [REDACTED]
Crane, IN 47522
[REDACTED]
[REDACTED]

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 38 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PURCHASING OFFICE
REPRESENTATIVE:

██████████
NAVSURFWARCENDIV, Crane
300 Highway 361, ██████████
Crane, IN 47522
██████████
██████████

Contracting Officer:

██████████
NAVSURFWARCENDIV, Crane
300 Highway 361, ██████████
Crane, IN 47522
██████████
██████████

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

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

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

252.232-7006 Wide Area WorkFlow Payment Instructions.

As prescribed in [232.7004](#)(b), use the following clause:

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 39 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data To Be Entered In WAWF
Pay Official DoDAAC	HQ0337 -DFAS Columbus Center, North Entitlement
Issue by DoDAAC	N00164
Admin DoDAAC	S3605A - DCMA Dayton
Inspect by DoDAAC	
Ship to Code	N/A
Ship From Code	
Mark for Code	
Service Approver DoDAAC	N00164
Service Acceptor DoDAAC	N00164
Accept at Other DoDAAC	
LPO DoDAAC	N/A
DCAA Auditor	HA1150
Other DoDAAC(s)	

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered,

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 41 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

CONSENT TO SUBCONTRACT

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

The following subcontractors are approved on this TO:



CNIN-G-0001 (JULY 2015)

Invoicing Documentation for Cost Vouchers

Supporting cost voucher documentation in Wide Area Workflow (WAWF) shall be provided in contractor specified format and shall include the following information. This level of detail is required at both the job order (JO) or task order (TO) level and Technical Instruction (TI) level. The supporting data should clearly reflect the JO/TO and TI number for which it applies. For other than firm fixed price subcontracts, subcontractors are also required to provide the same level of supporting detail as the prime contractor. Supporting documentation may be encrypted before submission to the prime contractor for WAWF cost voucher submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR) as required. Failure to comply may result in an unfavorable CPARS rating in the area of regulation compliance.

Cost Elements	
Direct Labor	Total direct labor costs billed for current billing period and cumulative. This includes sub-contractor direct labor. If there are different labor pools, they should be included separately (e.g., on-site, off-site, prime, subK, etc).
Other Direct Costs	Total ODC costs billed for current billing period and cumulative
Indirect Costs	Total indirect costs billed for current billing period and cumulative. If there are different indirect pools, they should be included separately (e.g., Fringe, OH, G&A, etc.). The indirect pool percentage shall be included.
Fee	Total fee billed for current billing period and cumulative.
Invoice Subtotal	Sub-total costs billed for current billing period and cumulative.
Adjustments	Any adjustments to billed costs for current billing period and cumulative.
Invoice Total	Total costs billed for current billing period and cumulative.
Labor Detail (Prime and Subcontractor)	
Employee name	
Labor category	
Direct labor rate by employee	
Loaded labor rate by employee	
Current period hours (OT hours identified separately)	
Current period direct labor costs	
Cumulative hours (OT hours identified separately)	

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 42 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cumulative direct labor costs	
Non-Labor Detail – detail provided for current billing period only	
Travel	Destination, dates, traveler name, total trip costs (includes subK travel)
Material*	Detailed description of item and total item costs (includes subK material)
ODCs*	Covers items that are not material or travel (e.g., training, conference costs, etc). Detailed description of item and total item costs (includes subK ODC)
*Copies of invoices and/or receipts for Material/ODC purchases shall be included.	
CLIN/SLIN Detail – Information should be a cumulative total invoiced against each CLIN/SLIN	
CLIN/SLIN	SLIN being billed
ACRN	ACRN being billed
TO/TI	TO and/or TI number
Amount Funded	Amount funded on each SLIN
Current	Amount billed in current billing period
Cumulative	Cumulative amount billed against SLIN
Balance	Remaining balance on SLIN

Accounting Data

SLINID	PR Number	Amount
400001	██████████	██████████
LLA :		
██████ 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001851914		
Funding in support of ██████████. Note: 10 U.S.C. 2410a Authority does NOT apply.		
Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.		

BASE ██████████
Cumulative ██████████

MOD 01

400002	██████████	██████████
LLA :		
██████ 1731506 Y1CH 252 00019 0 050120 2D 000000 A00001909467		
Funding in support of ██████████. Note: 10 U.S.C. 2410a Authority does NOT apply.		
Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015, or through the end date of the period of performance for CLIN 4000, whichever occurs first.		

600001	██████████	██████████
LLA :		
██████ 1731506 Y1CH 252 00019 0 050120 2D 000000 A00001909467		
Funding in support of ██████████. Note: 10 U.S.C. 2410a Authority does NOT apply.		
Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 6000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015, or through the end date of the period of performance for CLIN 6000, whichever occurs first.		

MOD 01 Funding ██████████
Cumulative Funding ██████████

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 43 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 02

400003 [REDACTED] [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002064050

Standard Number: [REDACTED]
Contractor may NOT perform against this SLIN after 9/30/2014 . Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

400004 [REDACTED] [REDACTED]
LLA :
[REDACTED] 1741506 Y1CH 251 00019 0 050120 2D 000000 A00002042042

Contractor may NOT perform against this SLIN after 7/31/2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

6001AA [REDACTED] [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002240533

Standard Number: [REDACTED]
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

4001AA [REDACTED] [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002314946

Standard Number: N3225314W R95004
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

6001AB [REDACTED] [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002314946

Standard Number: [REDACTED]
Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

4001AB [REDACTED] [REDACTED]
LLA :
[REDACTED] 1741506 Y1CH 251 00019 0 050120 2D 000000 A00002327578

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 44 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

7001AA [REDACTED] [REDACTED]

LLA :

97X4930 NH1J 251 77777 0 050120 2F 000000 A00002395543

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AB [REDACTED] [REDACTED]

LLA :

97X4930 NH1J 251 77777 0 050120 2F 000000 A00002350655

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AA [REDACTED] [REDACTED]

LLA :

97X4930 NH1J 251 77777 0 050120 2F 000000 A00002350655

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

7001AC [REDACTED] [REDACTED]

LLA :

1741506 Y1CH 251 00019 0 050120 2D 000000 A00002408454

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AB [REDACTED] [REDACTED]

LLA :

1741506 Y1CH 251 00019 0 050120 2D 000000 A00002408454

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

4001AC [REDACTED] [REDACTED]

LLA :

97X4930 NH1J 251 77777 0 050120 2F 000000 A00002494722

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AD [REDACTED] [REDACTED]

LLA :

97X4930 NH1J 253 77777 0 050120 2F 000000 A00002462578

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 45 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7001AE [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002533928
Standard Number: [REDACTED]
[REDACTED]

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AF [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002450047

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

7001AG [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002616302

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

7001AH [REDACTED]
LLA :
[REDACTED] 1751506 Y1CH 251 00019 0 050120 2D 000000 A00002669132

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AJ [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002647781

Only effort uniquely & specifically identifiable to [REDACTED] is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7001AK [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002708427

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9001AC [REDACTED]
LLA :
[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002708427

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 46 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Cumulative Funding [REDACTED]

MOD 14 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 15

7201AA [REDACTED]

LLA :

[REDACTED] 1751506 Y1CH 251 00019 0 050120 2D 000000 A00002950009

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AA [REDACTED]

LLA :

[REDACTED] 1751506 Y1CH 251 00019 0 050120 2D 000000 A00002950009

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 16

7201AB [REDACTED]

LLA :

[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003203004

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 16 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 18

7201AC [REDACTED]

LLA :

[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003306722

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AD [REDACTED]

LLA :

[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003313574

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 18 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 19

7201AB [REDACTED]

LLA :

[REDACTED] 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003203004

Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

7201AE [REDACTED]

LLA :

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 47 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

■ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003370990
 Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9201AB [REDACTED]

LLA :

■ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003370990
 Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 19 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 20

7201AF [REDACTED]

LLA :

■ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00002950009
 Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 20 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 21 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 22

7401AA [REDACTED]

LLA :

■ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003551527
 Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

9401AA [REDACTED]

LLA :

■ 1751506 Y1CH 251 00019 0 050120 2D 000000 A00003551527
 Contractor may NOT perform against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 22 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 23 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 24

9401AB [REDACTED]

LLA :

■ 97X4930 NH1J 251 77777 0 050120 2F 000000 A00003814937
 Contractor may not against this SLIN after POP date identified in Section F. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 24 Funding [REDACTED]

Cumulative Funding [REDACTED]

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 48 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):
<http://www.farsite.hill.af.mil/>

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 49 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

ITEM(S) OF	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD PERFORMANCE
████	██████████	██████████	████████████████████

(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,

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 50 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

* to be completed at time of award/modification

NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

* To be identified upon issuance of each Technical Instruction (TI)

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

SERVICE CONTRACT ACT WAGE DETERMINATION

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Attachment 2 - Wage Determination in Section J.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 51 of 61	FINAL
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(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The Contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 52 of 61	FINAL
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RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS (May 2012)

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is Jon Thomas, and can be reached at Jon.M.Thomas@Navy.mil or at 812-854-5624. NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is Larry Patterson, and can be reached at Larry.Patterson@Navy.mil or 812-854-5642.

Additional information is available at <http://www.rapidgate.com/rapidgate>

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 53 of 61	FINAL
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RAPIDGate Pricing—(Subject to change without notice):

<u>Program</u>	<u>Enrollment</u>	<u>Price</u>
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations
Enterprise (Multiple installations)	Employee	\$199.00 annually 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED], including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort (does not include surge CLINS).

(b) Of the total man-hours of direct labor set forth above, it is estimated that [REDACTED] 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 (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) The level of effort for this contract shall be expended at an average rate of approximately [REDACTED] per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 54 of 61	FINAL
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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) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-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 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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 55 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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) 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.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-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.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 56 of 61	FINAL
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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.farsite.hill.af.mil/>

- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)**
- 52.222-29 Notification of Visa Denial (Jun 2003) IF OCONUS travel**
- 52.223-5 Pollution Prevention and Right-to-Know Information (May 2011)**
- 52.223-10 Waste Reduction Program (May 2011)**
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)**
- 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)**
- 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)**
- 252.242-7004 Material Management and Accounting System (May 2011)**
- 252.242-7006 Accounting System Administration (Feb 2012)**
- 252.244-7001 Contractor Purchasing System Administration (May 2011)**
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)**
- 252.245-7002 Reporting Loss of Government Property (Feb 2011)**
- 252.245-7003 Contractor Property Management System Administration (Feb 2012)**
- 52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

- CLIN 4100 No later than 9 months after the TO Award date.
- CLIN 6100 No later than 9 months after the TO Award date.
- CLIN 7000 No later than 12 months after the TO Award date.
- CLIN 7100 No later than 21 months after the TO Award date.
- CLIN 7200 No later than 24 months after the TO Award date.
- CLIN 7300 No later than 33 months after the TO Award date.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 57 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CLIN 9000 No later than 12 months after the TO Award date.
 CLIN 9100 No later than 21 months after the TO Award date.
 CLIN 9200 No later than 24 months after the TO Award date.
 CLIN 9300 No later than 33 months after the TO Award date.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] (authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime) or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 58 of 61	FINAL
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52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER’S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.

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

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 59 of 61	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 60 of 61	FINAL
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(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

CONTRACT NO. N00178-07-D-4968	DELIVERY ORDER NO. N00178-07-D-4968-FC02	AMENDMENT/MODIFICATION NO. 24	PAGE 61 of 61	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification, DD Form 254 2 pages

Attachment 9 - Government LOE Estimate

Attachment 6 - Quality Assurance Surveillance Plan (QASP), 9 pages

Attachment 8 - ROM Template

Exhibit 1 - Contract Data Requirements List (A001-A006), DD Form 1423 - 8 pages

Attachment 2 - Wage Determination Rev 11, 9 pages

Attachment 3 - Staffing Plan Template, 1 page

Attachment 4 - Prime Offeror Cost Summary Format, 1 pages

Attachment 5 - Subcontractor Cost Summary Format, 1 pages

Attachment 10 - Surge Example

Attachment 7 - Sample Technical Instruction (TI 1), 5 pages

Attachment 11 - Option Year 1 Wage Determination

Attachment 12 - GFM

Attachment 13 - GFM

Attachment 14 - GFM

Attachment 15 - GFM

Attachment 16 - GFM

Attachment 17 - GFM

Attachment 18 - Post-Award DD254

Attachment 19 - Option Year 2 Wage Determination

Attachment 20 -GFM