

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 28-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 01407512, 02102785	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 megan.steele@navy.mil 812-854-3309	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Klett Consulting Group 2488 North Landing Road Suite 111 Virginia Beach VA 23456-3405	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-05-D-4417-FC01
	10B. DATED (SEE ITEM 13) 23-Jun-2008
CAGE CODE 3CQZ6	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.

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____	(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to 1) Deobligate funding. Accordingly, said Task Order is modified as follows:

1) Deobligate funding

The total funded amount of this task order is hereby decreased by \$23,958.96 from \$1,137,444.76 to \$1,113,485.80.

SLIN	ACRN	REQ. NO.	FROM	TO	BY
300004	A5	01407512	\$28,000.00	\$10,041.04	\$17,958.96
300005	A5	02102785	\$6,000.00	\$0.00	\$6,000.00

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of **\$1,113,485.80** unless additional funds are made available and incorporated as a modification of this task order.

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 decreased from \$1,137,444.76 by \$23,958.96 to \$1,113,485.80.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
300004	WCF	28,000.00	(17,958.96)	10,041.04
300005	WCF	6,000.00	(6,000.00)	0.00

The total value of the order is hereby increased from \$23,671,690.00 by \$0.00 to \$23,671,690.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Non-personal professional Program Management, General Engineering, Technical, Analytical and Planning Support Services in accordance with (IAW) the Statement of Work (SOW) attached herein. 3-Year Base Period. (TBD)	1.0 LO	\$11,977,987.00	\$794,693.00	\$12,772,680.00
100001	Incremental funding in the amount of \$25,000 for Labor CLIN 1000, TI-001. (TBD)				
100002	Incremental funding in the amount of \$25,000 for Labor CLIN 1000, TI-001. (TBD)				
100003	Incremental funding in the amount of \$6,000 for Labor CLIN 1000, TI-001, ACRN A3. (TBD)				
100004	Incremental funding in the amount of \$25,000 for Labor CLIN 1000, TI-009, ACRN A4. Note: Mod 03 inadvertently applied funds to TI-09; there is no TI-09. SLIN 100004 is hereby deobligated in its entirety from \$25,000.00 to				

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\$0.00 by
(\$25,000.00).
(RDT&E)

- 100005 Incremental
funding in the
amount of
\$211,000 for
Labor CLIN 1000,
TI-002, ACRN A5.
(WCF)

- 100006 Incremental
funding in the
amount of \$25,000
for Labor CLIN
1000, TI-002,
ACRN A5. (WCF)

- 100007 Incremental
funding in the
amount of \$50,000
for Labor CLIN
1000, TI-002,
ACRN A5. (WCF)

- 100008 Incremental
funding in the
amount of
\$172,890 for
Labor CLIN 1000,
TI-003, ACRN A6.
(O&MN,N)

- 100009 Incremental
funding in the
amount of
\$160,348.28 for
Labor CLIN 1000,
TI-003, ACRN A7.
(O&MN,N)

- 100010 Incremental
funding in the
amount of
\$7,778.00 for
Labor CLIN 1000,
TI-002, ACRN A8.
(Deobligated in
full on MOD 10)
(OTHER)

- 100011 Incremental
funding in the
amount of
\$106,065.00 for
Labor CLIN 1000,
TI-003, ACRN A7.
(O&MN,N)

- 100012 Incremental
funding in the
amount of
\$11,700.00 for

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Labor CLIN 1000,
TI-003, ACRN A7.
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3000	Other Direct Costs (ODCs) in support of CLIN 1000 IAW the SOW attached herein. 3-Year Base Period. (TBD)	1.0 LO	\$4,839,887.00
300001	Incremental Funding in the amount of \$5,000 for ODC CLIN 3000, TI-01 (ACRN A2). (TBD)		
300002	Incremental Funding in the amount of \$5,800 for ODC CLIN 3000, TI-001 (ACRN A3). (TBD)		
300003	Incremental Funding in the amount of \$5,000 for ODC CLIN 3000, TI-09 (ACRN A4). Note: Mod 03 inadvertently applied funds to TI-09; there is no TI-09. SLIN 300003 is hereby deobligated in its entirety from \$5,000.00 to \$0.00 by (\$5,000.00). (RDT&E)		
300004	Incremental Funding in the amount of \$28,000 for ODC CLIN 3000, TI-002, ACRN A5. (Deobligated \$17,958.96 on mod 14) (WCF)		
300005	Incremental Funding in the amount of \$6,000 for ODC CLIN		

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3000, TI-002,
ACRN
A5. (Deobligated
\$6,000.00 in full
on mod 14) (WCF)

300006 Incremental
Funding in the
amount of \$25,200
for ODC CLIN
3000, TI-003,
ACRN A6. (O&MN,N)

300007 Incremental
Funding in the
amount of \$7,989
for ODC CLIN
3000, TI-003,
ACRN A7. (O&MN,N)

300008 Incremental
Funding in the
amount of
\$5,000.00 for ODC
CLIN 3000,
TI-003, ACRN A7.
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Non-personal professional Program Management, General Engineering, Technical, Analytical and Planning Support Services in accordance with (IAW) the Statement of Work (SOW) attached herein. Award Term 1 of 2. (TBD)	1.0 LO	\$4,169,107.00	\$276,720.00	\$4,445,827.00
400001	Incremental Funding in the amount of \$87,190.00 for Labor CLIN 4000, TI-003, ACRN A7. (O&MN,N)				
400002	Incremental Funding in the amount of \$106,262.48 for				

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Labor CLIN 4000,
TI-003, ACRN A7.
(O&MN,N)

400003 Incremental
Funding in the
amount of
\$61,600.00 for
Labor CLIN 4000,
TI-004, ACRN A9.
(RDT&E)

4200	Non-personal professional Program Management, General Engineering, Technical, Analytical and Planning Support Services in accordance with (IAW) the Statement of Work (SOW) attached herein. Award Term 2 of 2. (TBD) Option	1.0 LO	\$4,266,129.00	\$283,292.00	\$4,549,421.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Other Direct Costs (ODCs) in support of CLIN 4000 IAW the SOW attached herein. Award Term 1 of 2. (TBD)	1.0 LO	\$1,613,296.00
600001	Incremental Funding in the amount of \$6,400 for ODC CLIN 6000, TI-04 (ACRN A9). (RDT&E)		
6200	Other Direct Costs (ODCs) in support of CLIN 4200 IAW the SOW attached herein. Award Term 2 of 2. (TBD) Option	1.0 LO	\$1,613,296.00

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The Task Order Point of Contact (POC) is:

Don Feaster
Code 0561SC, Building 64
300 Highway 361
Crane, IN 47522-5001
Telephone: (812) 854-5704
Facsimile: (812) 854-3184
Email: donald.feaster@navy.mil

The Task Order Alternate POC is:

Richard McGarvey
Code 0561, Building 64
300 Highway 361
Crane, IN 47522-5001
Telephone: (812) 854-3680
Facsimile: (812) 854-3184
Email: richard.mcgarvey@navy.mil

The Government has awarded a Cost Reimbursement plus Fixed Fee Award Term task order.

Specific tasking for performance shall be provided to the contractor via issuance of Technical Instructions (TI's).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

SPECIAL MISSIONS

Strategic Technology Support & Development (STSD)

Expeditionary Engineering Systems Division

CRANE DIVISION

NAVAL SURFACE WARFARE CENTER

CRANE, IN 47522

1.0 SCOPE. Provide system engineering, operational testing, system integration, testing coordination and planning services to investigate opportunities to optimize and integrate the existing and projected rapid fielding testing requirements for new Joint Warfighting capabilities (defeat of improvised explosive devices, IO Range, Urban Training) from DoD and NSWC Crane supported programs. These programs have activities that include Joint Concept Technology Demonstrations (JCTD), Joint Testing (JT), Navy Continuous Training Environment (NCTE) and Joint Training (JT). NSWC Crane performs work in these programs (operational assessments for JCTD, JT for Information Operations/Electronic Warfare, Navy Training for ship radar systems and JT for Special Mission Projects) which are DoD Programs.

1.1 Background. Today's DoD Transformational environment requires the optimization and synchronization of valuable resources to create new unprecedented integrated warfighting capabilities. In

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the past several years, the following critical programs have been established to support these efforts against the current and projected threats: Missile Defense Agency, Joint National Training Capability, Joint Experimentation Program, Joint Battle Management Command and Control, Commander Fleet Forces Command, NETWARCOM – to mention a few. All play an important role in developing the concepts from which the capabilities will evolve through spiral development procurement process and rapid fielding initiatives. This requires close coordination of testing and training capabilities to realize the full potential of the co-evolution of Doctrine, Organization, Training, Materiel, Leadership, Personnel, and Facilities (DOTMLPF) as proposed in Joint Vision 2020. Maintaining a vigilant awareness and visibility of these organizations goals and objectives through regular interaction is vital to our Nation's ability in being able to rapidly field new warfighting capabilities.

Rapid fielding mandates for Advanced Technology Demonstrations (ATD), Joint Concept Technology Demonstrations (JCTD) and Advanced Concept Technology Demonstrations (ACTD); requiring a level of operational testing to validate the capabilities and limitations of new capabilities being fielded in the new global battle space. The major operational test organizations for the Services have indicated that they do not have the capacity to support short fused testing requirements due to major programs of record test and evaluation support requirements. Many of these rapid fielding initiatives are being developed at USJFCOM, located in Norfolk and Suffolk, Virginia whose primary mission is the transformation of the US Military. Many of the initial operational testing of these capabilities are conducted at the Pacific Missile Range Facility (PMRF) in Hawaii, due to its multi-warfare and extensive versatile range capabilities. The contractor shall be prepared to support initiatives for new and existing warfighting capabilities, associated programs, and activities required to conduct assessment and testing at locations such as PMRF and other test and assessment facilities/locations.

2.0 APPLICABLE DOCUMENTS. Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/task order (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) (http://dodssp.daps.dla.mil/dodiss_index.htm) and supplement thereto.

3.0 TASKING REQUIREMENTS.

3.1 Program Management.

3.1.1 Program Management Plan. The contractor shall develop a Program Management Plan (CDRL A002) that shall include, at a minimum, a summary of the overall technical approach and tasks that will be performed throughout the project, program schedule, and risk management plan. The contractor shall submit financial reports (CDRL B001). The contractor will also develop a Plan of Action and Milestones (POAM) (CDRL F004) which shall include: project schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, Subcontract activities, Deliverables, anticipated travel, List of known procurements and estimated purchase timing.

3.1.2 Configuration Data. The contractor shall develop a configuration management plan and maintain configuration data on all hardware and software products provided under the Statement of Work (SOW). The data shall be comprised of but not limited to serial numbers, hardware and firmware revision levels. The contractor shall provide a configuration management plan in accordance with (CDRL E001).

3.1.3 Program Reviews. The contractor shall meet with the Government or their designated representatives at a mutually agreed upon time and conduct In-Process Reviews (IPRs). In addition, Quarterly Program Reviews between the contractor and Government shall be conducted at designated facilities. Monthly IPRs and Quarterly Program meetings shall be held for the duration of the Task Order (TO) and consist of a review and discussion of technical and management project status, Plan of Action and Milestones (POA&M) (CDRL F004) issues, associated technical, management, and performance risks, action items, and TO deliverables. The contractor shall provide an agenda (CDRL A003) and presentation material (CDRL A004) to the Government for review and input as determined necessary to allow for productive IPRs and Program reviews. The contractor shall provide meeting minutes for these

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meetings in accordance with (CDRL A005). Contractor shall submit Meeting Minutes/Trip Report (CDRL A006).

3.1.4 Work Breakdown Structure (WBS). The contractor shall create and submit an Integrated Program Baseline consisting of a WBS for each task and subtask item resulting from the SOW to the “third level” of indenture; where applicable and include an “integrated program schedule” showing dependencies to the lowest level of the WBS, and a “time-phased budget” for each WBS elements identified (CDRL B002).

3.1.5 Monthly Status Report. The contractor shall submit monthly progress reports that shall include but not be limited to the following: detailed POA&M chart, Earned Value Management (EVM), and risk management, action items, and deliverables status. (CDRL A001).

3.2 General Engineering, Technical and Analytical Support.

3.2.1 Provide consulting, engineering, analytical, coordination, and strategic planning services. These services will investigate opportunities to optimize and integrate the existing and projected Crane capabilities in the Joint, Service, and Coalition Initiatives. Conduct assessment and evaluation required for integration and sustainment of products needed by operational forces. The Joint Experimentation, Test and Evaluation ACTD (JETA) integration process will be used to inject products and capability into Joint Exercises and assessment venues.

3.2.2 Provide engineering services in support of Advanced Technology Demonstrations (ATD), Joint Concept Technology Demonstrations (JCTD) and Advanced Concept Technology Demonstrations (ACTD). This effort includes functions required in support of Non-Traditional Assessment (NTA) activities, initiatives and coordination activities for the PM. Unique analytical support and consulting services to be provided require significant experience and contacts in the Joint Experimentation, Joint National Training Capability and Joint Force Integration functions.

3.2.3 Support efforts required for integration and sustainment of products needed by operational forces. The Joint Experimentation, Test/evaluation & ACTD (JETA) Integration process will be used to inject products/capability into Joint Exercises and Assessment Venues. The contractor shall use the JETA process to implement mission scenario planning and assessment, proposed fit into joint architecture, open architecture considerations, logistics engineering, critical assessment elements and mission level measures under a selected set of task, conditions and standards. The Contractor shall recommend and notify the NSWC, Crane PM of opportunities and coordinate areas for potential influence.

3.2.4 Utilize Joint Doctrine, publications and standards to validate and verify capabilities and rapidly support warfighter requirements. Government provided Joint Mission Essential Tasks (CJCSM 3500.04C) and Joint Task Articles shall be guiding documents for validation and verification.

3.2.5 Ensure Sustainment of ATD, JCTD and ACTD products using logistics requirements and the synchronization of the DOTMLPF process. DOTMLPF will require one or more Services and Joint consideration to frame Sustainment Plans.

3.2.6 Provide support to help focus new technology development projects to meet future operational requirements as defined by the Joint Capstone Requirement Documents and DoD Transformation initiatives. Other functions the contractor will perform will include participating in USJFCOM T&E Range and Joint National Training Capability Meetings with DOT&E Staff, Joint Test & Evaluation Methodology meetings and other meetings to allow for continued expansion of Crane business strategy and objectives. The contractor will provide meeting notes as required.

3.2.7 Contractor shall research future military capabilities needed in 10-15 years and provide recommendations on DoD progress in the following areas:

- Hypersonic Vehicles
- Directed Energy Weapons

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- Multi-Spectral/Hyper-Spectral Sensors
- Net-Centric Warfare Systems
- Spectrum Efficient Technology for Testing
- Embedded Instrumentation for Testing

4.0 GOVERNMENT FURNISHED INFORMATION. As required, technical information and operational requirements will be supplied to complete the identified tasking via **Contracting Officer's Representative/Contracting Officer (COR/KO)** approved Technical Instruction (TI).

5.0 DATA DELIVERABLES. Required data deliverables shall be developed and provided as specified on the approved DD Form 1423 Contract Data Requirements list (CDRL). The contractor shall provide the following deliverables for this TO:

SOW PARA	Title of Data Item	CDRL	Authority	Due Date / Frequency
3.1.5	Status Report	A001	DI-MGMT-80368	MONTHLY
3.1.1	Program Management Plan	A002	DI-MGMT-80004	30 DFA
3.1.3	Conference Agenda	A003	DI-ADMN-81249A	ASREQ
3.1.3	Conference Presentation Materials	A004	DI-ADMN-81250A	ASREQ
3.1.3	Report (Record of Meeting/Minutes)	A005	DI-ADMN-81505	ASREQ
3.1.3	Trip Report	A006	DI-ADMN-80368	ASREQ
3.1.1	Funds and Man-hour Expenditure Report	B001	DI-FNCL-80331	MONTHLY
3.1.4	Contract Work Breakdown Structure	B002	DI-MGMT-81334	30 DFA
3.1.2	Configuration Management Plan	E001	DI-CMAN-80858B	TBD
3.1.3	Plan of Action and Milestones	F004	Not Applicable	30 DFA
6.1	OPSEC Plan	F007	DI-MGMT-80934	TBD

5.1 Data Item – Status Report – CDRL A001.

Contractor's Progress, Status and Management Report. The Contractor shall prepare and submit a summary progress and status report on a monthly basis (No Later Than (NLT) the 15th Calendar Day-of-Month (DOM)), which summarizes the events, problems, progress and status of overall task order management initiatives and issues for the subject period.

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5.2 Data Item – Program Management Plan – CDRL A002.

Contractor’s Program Management Plan. The Contractor shall prepare and submit a program management plan that describes how the project will be planned, organized, executed and controlled. It shall include information on the project background, functionality and scope, program organization and planning, management control, requirements and configuration management and contracting. The draft shall be due 1 Month Following Award (MFA). 30 days for Government review and approval. Government approval if comments are not returned within 30 days. The final is due 3 MFA.

5.3 Data Item – Conference Agenda/Presentation Materials – CDRL A003/CDRL A004.

As requested, the contractor shall provide a conference agenda and presentation materials to all conference attendees. The agenda will be provided to Technical Point of Contact (TPOC) and Naval Surface Warfare Center (NSWC) Crane Program Officer for approval a minimum of 3 weeks prior to conference for review. The agenda will be provided to conference attendee’s at least one week prior to start of conference. The Presentation Materials are required for each Review or Technical Interchange Meeting (TIM). Presentation Material shall be provided to conference attendee’s NLT two weeks following close of conference.

5.4 Data Item – Report, Record of Meeting Minutes – CDRL A005.

The Contractor is required to submit a Record of Meeting Minutes for each Review or TIM. Minutes shall be provided to conference attendee’s NLT one week following close of the conference.

5.5 Data Item – Status Report – CDRL A006.

The Contractor is required to submit a detailed Trip Report within 10 days of trip completion. Contractor shall be notified of travel dates and destination via [COR/KO](#) approved TI or Travel Authorization (TA).

5.6 Data Item – Funds and Man-hour Expenditure Report – CDRL B001.

The Contractor shall provide a monthly Funds and Man-hour Expenditure report. The report will include the following information for each Contractor employee assigned to the task and a summary for each tasking within the TO.

- Contractor’s full name
- TO or Modification Number
- Labor Category
- Calendar dates of the report period.
- Authorized Period of Performance (e.g., 10/1/2006 through 3/12/2007)
- Customer/Department
- Contractor’s Manager/Task Leader/Resource Leader Full Name
- Total “Authorized” Funding
- Total “Cumulative to Date” Costs
- Total “Current Reporting Period” Costs
- Percent of Authorized Funding Expended to Date
- Total “Authorized” Labor Hours
- Total “Cumulative to Date” Labor Hours
- Total “Current Reporting Period” Labor Hours
- Percent of Authorized Labor Hours Expended to Date
- Unfunded Costs
- Funded Costs
- Balance of funded Dollars with Obligations
- Summary of Events, Problems and Status of Task for Reporting Period

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5.7 Data Item – Work Breakdown Structure (WBS) – CDRL B002.

The contractor shall create and submit an Integrated Program Baseline consisting of a WBS for each task and subtask item resulting from the SOW to the “third level” of indenture, where applicable; include an “integrated program schedule” showing dependencies to the lowest level of the WBS; and include a “time-phased budget” for each WBS element identified.

5.8 Data Item – Configuration Management Plan – CDRL E001.

The contractor shall record requirements in a configuration plan consisting of system-level functional capabilities.

5.9 Data Item – Plan of Action and Milestones (POAM) – CDRL F004.

The Contractor shall provide a POAM report. The POAM shall include descriptions of all planned activities, deliverable descriptions, milestones and schedules for completion of this effort. The first submission is due NLT the 15th day following the end of the first full reporting month ATOA.

6.0 SPECIAL CONSIDERATIONS.

6.1 Security Requirements. Performance on this contract will require contractor employees to have access to classified information up to and including the SECRET level. The Contractor shall comply with Security procedures and instructions as specified by the local Government Security Department and Section C of the SeaPort Enhanced (SeaPort-e) Basic Multiple Awards Contract (MAC). The contractor shall provide functional support services and be responsible for the appropriate conduct involving Secret, Operational Security (OPSEC) and For Official Use Only (FOUO) Information. Specific requirements above and beyond the basic DD Form 254 will be provided on a case-by-case basis. Performance on this contract will require contractor employees to have access to classified information up to and including the Secret level.

6.2 Contracting Officer’s Representative and Technical Point of Contact.

Contracting Officer’s Representative (COR)	Alternate Contracting Officer’s Representative (ACOR)	Technical Point of Contact
Nona Bradley 300 Highway 361 Building 41, Code CXLM NSWC Crane Division Crane, IN 47522-5001 Telephone: (812) 854-4343 Email: nona.bradley@navy.mil	Beverly A. Shaw 300 Highway 361 Building 3373, Code CXLM NSWC Crane Division Crane, IN 47522-5001 Telephone: (812) 854-1035 Email: annette.shaw@navy.mil	David Myers 300 Highway 361, Code JXR NSWC Crane Division Crane, IN 47522-5001 Telephone: (812) 854-2668 Email: david.myers@navy.mil

6.3 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 Requirements.

6.4 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

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at the discretion of the contractor. However, when the Government directs, the contractor shall remove from TO 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 TO, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, and labor categories. This list shall be updated within forty-eight hours after changes occur.

6.5 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 Government 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 appropriate Government Security Department within forty-eight hours following the completion of the TO, relocation or termination of an employee issued an identification badge, and upon request by the KO.

6.6 Accident Reporting. The contractor shall maintain an accurate record of and shall report all accidents to the [COR](#) and/or the NSWC Crane Security Department as prescribed by OPNAVINST 5102.1, Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual, or appropriate government installation security department.

6.7 Smoking Regulations. Smoking on NSWC Crane premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited. Contractor shall abide by smoking regulations while on a government installation.

6.8 Data Rights. All data/documentation delivered/created in support of this effort becomes the property of the Government and will be delivered without proprietary markings. The Government shall have Government purpose rights for all data associated to this TO.

6.9 Travel. The contractor may be required to travel throughout the Continental United States (CONUS) and to locations outside the Continental United States (OCONUS). CONUS trip duration will normally not exceed five (5) working days plus the required transit time. OCONUS trip duration will normally not exceed ten (10) working days plus the required transit time. 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 requests to the COR for appropriate action. Trip reports shall be provided within five (5) working days of return from travel, or submitted with the Monthly Status Report for the month in which the trips were taken. Travel cost computations are in accordance with the following estimated travel schedule. The contractor is authorized to use TO funds for travel in order to complete assigned tasking. Code JXR will determine travel destination, dates, and purposes as schedules develop. Travel will be authorized via COR/KO approved TA. The contractor is authorized to purchase non refundable airline tickets for all required travel.

6.10 Information Non-Disclosure. The contractor shall not disclose any information provided or developed under this TO outside the Government without prior approval from the KO.

6.10.1 The Contractor shall provide one (1) copy of the employee-signed Non-Disclosure Statement to the KO prior to performing any work on this TO. The KO will retain one copy for the TO file.

6.11 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 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.

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

6.13 Damage Reporting. The contractor shall maintain an accurate record of and shall report to the **COR**/KO all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

6.14 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 TPOC 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.

7.0 PLACE AND PERIOD OF PERFORMANCE.

7.1 Place of Performance and Travel. It is anticipated that the majority of this tasking will be accomplished at Suffolk, Virginia and Norfolk, Virginia, unless otherwise directed by TI. Travel may be required to locations mutually agreed upon between the Government and the contractor. The contractor shall submit a progress report/trip report (CDRL A006) within 10 days after trip completion.

7.2 Period of Performance. The period of performance for this TO shall consist of one 3-year base period and two 1-year award terms.

8.0 PERFORMANCE BASED SOW. The SOW being utilized for this requirement is considered to be performance based. As required by Federal Acquisition Regulation (FAR) Part 37.601, the SOW describes the requirements in terms of results required rather than the methods of performance of the work, uses measurable performance standards and specifies procedures for reductions of fee and/or TO base years when the services do not meet the performance standards. The performance criteria, standards, and assessment methods anticipated for this effort are included in the following table:

Performance Criteria, Standards, and Assessment Methods

Performance Criteria	Performance Standard (AQL)	Performance Assessment
Progress Reports as prescribed by SOW	Contractor provide progress Reports complete and free of errors in a timely manner	Random inspection and customer satisfaction questionnaire
All documents as prescribed by SOW	Contractor shall ensure all documents are professional in appearance, free of grammatical and typographical errors and depict accurate information	Random inspection and customer satisfaction questionnaire
Quality of service	Quality of services meets or exceeds TO requirements 95% of the time	Random inspection and customer satisfaction questionnaire
Customer liaison	Facilities effective task performance	Random inspection and meetings between Contractor and COR

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9.0 ACRONYM LIST.

ATOA	After Task Order Award
ATD	Advanced Technology Demonstrations
ACTP	Advanced Concept Technology Demonstrations
CDRL	Contract Data Requirements List
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial-off-the-Shelf
DFA	Days Following Award
DFARS	Department of Defense Federal Acquisition Regulation Supplement
DODISS	Department of Defense Index of Specifications and Standards
DOM	Day of Month
DOTMLPF	Doctrine, Organization, Training, Material , Leadership, Personnel and Facilities
EFV	Expeditionary Fighting Vehicle
EVM	Earned Value Management
FAR	Federal Acquisition Regulation
FOUO	For Official Use Only
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
IPR	In-Process Review
JETA	Joint, Experimentation, Test and Evaluation
JCTD	Joint Concept Technology Demonstration
JFCOM	Joint Forces Command
KO	Contracting Officer
MFA	Month Following Award
NLT	No Later Than / Not Later Than
NTA	Non-Traditional Assessment
NSWC Crane	Crane Division, Naval Surface Warfare Center
OPSEC	Operational Security
PMRF	Pacific Missile Range Facility
PM	Project Manager
POAM	Plan of Action and Milestones
PPE	Personal Protection Equipment
SME	Subject Matter Expert
SOP	Standard Operating Procedures
SOW	Statement of Work
STSD	Strategic Technology Support & Development
TA	Travel Authorization
T&E	Technical and Engineering
TI	Technical Instruction
TIM	Technical Interchange Meeting
TO	Task Order
TPOC	Technical Point of Contact
USJFCOM	United States Joint Forces Command
WBS	Work Breakdown Structure

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SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

All unclassified data 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 January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in Section 5.0 DATA DELIVERABLES, or in the Contract Data Requirements List (CDRL) (See Attachment 2 in Section J), as described within the SOW.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

1. Examination upon receipt, consistent with practicality, to detect damage in transit;
2. Inspection for completeness and proper type;
3. Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
4. Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
5. Identification and protection from improper use or disposition; and
6. Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the **COR** any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "**material**" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "**property**" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

Note: Government representative means Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001
52.246-5 Inspection of Services-Cost Reimbursement APR 1984
252.246-7000 Material Inspection and Receiving Report JAN 2008

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	6/23/2008 - 9/25/2011
3000	6/23/2008 - 9/25/2011
4000	6/23/2011 - 6/22/2012
6000	6/23/2011 - 6/22/2012

The periods of performance for the Award Term Items are as follows:

4200	6/23/2012 - 6/22/2013
6200	6/23/2012 - 6/22/2013

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP WORK ORDER (AUG 1989) Alternate I (APR 1984)
52.247-34 F.O.B. DESTINATION NOV 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

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

NOTE: Performance beyond 5 April 2009 is contingent upon the successful contractor earning the first award term period under their basic SeaPort-e contract. The first award term period is from 5 April 2009 through 4 April 2014.

TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this task order shall be performed and completed within 1,095 days from the effective date of the task order. The time of performance may be extended by written modification to authorize performance under Award Terms 1 and 2 of the task order as provided for elsewhere herein.

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SECTION G CONTRACT ADMINISTRATION DATA

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Contracting Officer's Representative (COR)

Nona Bradley
300 Highway 361,
Building 41, Code CXLM
NSWC Crane Division
Crane, IN 47522-5001
Telephone: (812) 854-4343
Email: nona.bradley@navy.mil

or

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

Beverly A. Shaw
300 Highway 361
Building 3373, Code CXLM
NSWC Crane Division
Crane, IN 47522-5001
Telephone: (812) 854-1035
Email: annette.shaw@navy.mil

252.201-7000 Contracting Officer's Representative (DEC 1991)

SECURITY ADMINISTRATION

The highest level of security required under this task order is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service (**S21VB**), Director of Industrial Security, Southern Region Field Office, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF): The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293). Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC:	HQ0338
WAWF Invoice Type:	Cost Voucher

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Issue by DODAAC:	N00164
Admin DODAAC:	N00164
DCAA DODAAC (if applicable):	HAA47B
OF AWARD Service Approver:	N00164
Inspect by DODAAC:	N/A
Service Acceptor DODAAC:	N00164
LPO DODAAC:	N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by SLIN (sub-contract line item number). The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice. After clicking the submit button, a Notice of successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor, or e-mail the invoice to the following address:

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Nona Bradley
300 Highway 361,
Building 41, Code CXLM
NSWC Crane Division
Crane, IN 47522-5001
Telephone: (812) 854-4343
Email: nona.bradley@navy.mil

or

ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

Beverly A. Shaw
300 Highway 361
Building 3373, Code CXLM
NSWC Crane Division
Crane, IN 47522-5001
Telephone: (812) 854-1035
Email: annette.shaw@navy.mil

AND a copy to donald.feaster@navy.mil

Additional WAWF Information: On the Miscellaneous Tab of the invoice in WAWF, attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

Address:	
Street & Number:	

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City & State	
County	
Zip Code	

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS (Name, Phone, and E-mail Address).

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

Purchasing Office Representative

Megan Steele
Code CXNM, Building 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5001
Telephone: (812) 854-3309
Email: megan.steele@navy.mil

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 part 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 part associated with collected such small dollar amounts could exceed the amount to be recovered.

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Accounting Data

SLINID	PR Number	Amount
100001	81508108	25000.00

LLA :

A1 (A1) 5783600 298 4721 652895 000000 00000 64617F 503000 F03000 ESP AU FSR 013601 PS
R 693842 DSR 216779

Standard Number: MIPR FLTEAV8108G001 (AA)

Funding for TI-001 (Labor)

Note: The funding assigned to SLIN 100001 (ACRN A1) has an expiration and work completion date of 30 September 2008. The contractor may incur costs against SLIN 100001 through 30 September 2008, but cannot bill for work against SLIN 100001 after 30 September 2008. Invoicing for these costs may occur after 30 September 2008.

BASE Funding 25000.00

Cumulative Funding 25000.00

MOD 01

100002	83128349	25000.00
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LLA :

A2 (A2) 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000CJ71153
Incremental funding for TI-001 (Labor).

300001	83128354	5000.00
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LLA :

A2 (A2) 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000CJ71153
Incremental funding for TI-001 (ODCs).

MOD 01 Funding 30000.00

Cumulative Funding 55000.00

MOD 02

100003	83522576	6000.00
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LLA :

A3 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000CJ71042 (AA)
Funding in support of TI-001 (Labor).

300002	83522590	5800.00
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LLA :

A3 97X4930. NH1J 000 77777 0 000164 2F 000000 J7000CJ71042 (AA)
Funding in support of TI-001 (ODCs).

MOD 02 Funding 11800.00

Cumulative Funding 66800.00

MOD 03

100004	92192084	25000.00
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LLA :

A4 5793600 299 6045 695128 2002 000000 000 659900 (AA)

Standard Number: MIPR NMM09600313 (AA)

Funding in support of TI-009 (Labor). Non NAVSEA RDT&EAF funds expire 30 September 2010.

300003	92192090	5000.00
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LLA :

A4 5793600 299 6045 695128 2002 000000 000 659900 (AA)

Standard Number: MIPR NMM09600313 (AA)

Funding in support of TI-009 (ODCs). Non NAVSEA RDT&EAF funds expire 30 September 2010.

MOD 03 Funding 30000.00

Cumulative Funding 96800.00

MOD 04

100004	92192084	(25000.00)
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LLA :

A4 5793600 299 6045 695128 2002 000000 000 659900 (AA)

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Standard Number: MIPR NMM09600313 (AA)
 Funding in support of TI-009 (Labor). Non NAVSEA RDT&EAF funds expire 30 September 2010. Note: Modification 03 inadvertently applied funds to TI-009. There is no TI-009. As a result, SLIN 100004 is hereby deobligated in its entirety from \$25,000.00 to \$0.00 by (\$25,000.00) via Modification 04.

300003 92192090 (5000.00)

LLA :

A4 5793600 299 6045 695128 2002 000000 000 659900 (AA)

Standard Number: MIPR NMM09600313 (AA)

Funding in support of TI-009 (ODCs). Non NAVSEA RDT&EAF funds expire 30 September 2010. Note: Modification 03 inadvertently applied funds to TI-009. There is no TI-009. As a result, SLIN 300003 is hereby deobligated in its entirety from \$5,000.00 to \$0.00 by (\$5,000.00) via Modification 04.

MOD 04 Funding -30000.00
 Cumulative Funding 66800.00

MOD 05

100005 01407520 211000.00

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)

Funding in support of TI-002 (Labor - Non NAVSEA WCF).

300004 01407512 28000.00

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)

Funding in support of TI-002 (ODCs - Non NAVSEA WCF).

MOD 05 Funding 239000.00
 Cumulative Funding 305800.00

MOD 06

100006 02102782 25000.00

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)

Funding in support of TI-02 (Labor).

100007 02215867 50000.00

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)

Funding in support of TI-002 (Labor).

300005 02102785 6000.00

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)

Funding in support of TI-002 (ODCs).

MOD 06 Funding 81000.00
 Cumulative Funding 386800.00

MOD 07

100008 02252761 172890.00

LLA :

A6 1701804 60AA 251 00060 W 068732 2D P0019Z 4657903M01AQ

Standard Number: N4657910MP0019Z (AA)

Funding in support of TI-003 (Labor). Note: 10 U.S.C. 2410a Authority is applicable. Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification, or through the end date of the period of performance for CLIN 1000, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

300006 02252881 25200.00

LLA :

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A6 1701804 60AA 251 00060 W 068732 2D P0019Z 4657903M01AQ
Standard Number: N4657910MP0019Z (AA)
Funding in support of TI-003 (ODC). Note: 10 U.S.C. 2410a Authority is applicable.
Contractor may incur costs for work performed against this SLIN for 365 days from
effective date of above modification, or through the end date of the period of
performance for CLIN 3000, whichever occurs first. (The CLIN extension does not
apply to this SLIN. Contractor may only incur costs for this SLIN through the
original CLIN POP, 22 June 2011.)

MOD 07 Funding 198090.00
Cumulative Funding 584890.00

MOD 08

100009 03443566 160348.28

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI 003. Note: 10 U.S.C. 2410a Authority does not apply. Funds
expire 22 June 2011. The contractor may continue to invoice after this date, but
only for work performed up through and including 22 June 2011.

300007 03443584 7989.00

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI 003. Note: 10 U.S.C. 2410a Authority does not apply. Funds
expire 22 June 2011. The contractor may continue to invoice after this date, but
only for work performed up through and including 22 June 2011.

MOD 08 Funding 168337.28
Cumulative Funding 753227.28

MOD 09

100010 10700061 7778.00

LLA :

A8 1711804 8C2C 257 WS020 0 050120 2D 000000 A00000631646

Standard Number: N0002411RX00810 (AA)

Funding in support of TI 002. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this
date, but only for work performed up through and including 30 September 2011.

100011 10571581 106065.00

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI 03. Note: 10 U.S.C. 2410a Authority does not apply. Funds
expire 30 September 2011. The contractor may continue to invoice after this date,
but only for work performed up through and including 30 September 2011.

300008 10571582 5000.00

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI 03. Note: 10 U.S.C. 2410a Authority does not apply. Funds
expire 30 September 2011. The contractor may continue to invoice after this date,
but only for work performed up through and including 30 September 2011.

MOD 09 Funding 118843.00
Cumulative Funding 872070.28

MOD 10

100010 10700061 (7778.00)

LLA :

A8 1711804 8C2C 257 WS020 0 050120 2D 000000 A00000631646

Standard Number: N0002411RX00810 (AA)

Funding in support of TI 002. Note: 10 U.S.C. 2410a Authority does not apply.
Funds expire 30 September 2011. The contractor may continue to invoice after this
date, but only for work performed up through and including 30 September 2011.

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MOD 10 Funding -7778.00
Cumulative Funding 864292.28

MOD 11

100012 11438207 11700.00

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI 03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2011, or through the end date of the period of performance for CLIN 1000, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

400001 11448253 87190.00

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI-03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2011, 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 2011. CLIN period of performance for these funds do not begin until June 23, 2011. Funds cannot be expensed until this date.

MOD 11 Funding 98890.00
Cumulative Funding 963182.28

MOD 12

400002 11711613 106262.48

LLA :

A7 1711804 60CA 251 00060 W 068732 2D P0019Z 4657919M0CTQ

Standard Number: N4657911MP0019Z (AA)

Funding in support of TI-03. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2011, 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 2011.

MOD 12 Funding 106262.48
Cumulative Funding 1069444.76

MOD 13

400003 12151487 61600.00

LLA :

A9 1711319 W4PW 255 RA9A5 0 068342 2D 000000 02357000A010

Standard Number: N0001411WX30345 (AB)

Funding in support of TI-04. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, 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 2012.

600001 12151506 6400.00

LLA :

A9 1711319 W4PW 255 RA9A5 0 068342 2D 000000 02357000A010

Standard Number: N0001411WX30345 (AB)

Funding in support of TI-04. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, 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 2012.

MOD 13 Funding 68000.00
Cumulative Funding 1137444.76

MOD 14

300004 01407512 (17958.96)

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

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Standard Number: N6523610WX00857 (AA)
Funding in support of TI-002 (ODCs - Non NAVSEA WCF).

300005 02102785 (6000.00)

LLA :

A5 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000451854

Standard Number: N6523610WX00857 (AA)
Funding in support of TI-002 (ODCs).

MOD 14 Funding -23958.96
Cumulative Funding 1113485.80

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (May 2004)

(a) Definition. "Service-disabled veteran-owned small business concern" (1) means a small business concern that is (i) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; and (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns; (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement; (2) Each other concern is small under the size standard

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corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation. (4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program. (End of Clause)

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

1. The contractor's facility (if necessary) supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to the **SECRET** level for both processing and storage.

GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Contracting Officer's Representative (COR), via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract: ***To be identified upon issuance of Technical Instruction (TI).***

TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Contracting Officer's Representative (COR), specified in Section G of this contract. As used herein, technical instructions/technical direction letters 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/task order;
2. direct a change as defined in the "CHANGES" clause of this contract/task order;
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/task order performance; or
4. change any of the terms, conditions or specifications of the contract/task order.

(c) If, in the opinion of the Contractor, any technical instruction/travel authorization letter calls for effort outside the scope of the contract/task order, or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/travel authorization letter unless, and until, the Contractor is notified in writing by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.

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(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/affected technical instruction/travel authorization letter.

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.

H20S 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. Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
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 amount of \$100,000.

ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(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

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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:

***Refer to "SECTION G - CONTRACT ADMINISTRATION DATA"**

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to ***\$0.00** inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of ***\$0.00** unless additional funds are made available and are incorporated as a modification to this task order.

***Refer to "SECTION G - CONTRACT ADMINISTRATION DATA"**

PAYMENT FOR OVERTIME PREMIUMS (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed ***\$2,711,966** 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.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

H81S TRAVEL COSTS AND RESPONSIBILITIES

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(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as "Attachment 3" in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.

(b) The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations.

(c) Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

(d) The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.

(e) Contractor personnel shall bear personal protective equipment in designated areas.

(f) All contractor equipment shall be conspicuously marked for identification.

(g) The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(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.

(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 contractor 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.

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HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Contracting Officer shall give written notice to the Contractor of Award Term I renewal within 1,095 days from effective date of task order award, and within 1,460 days from effective date of task order award for Award Term II renewal. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises these options for renewal, the task order as renewed shall be deemed to include this option provision. However, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

WORK WEEK

(a) A portion of the effort under this task order will be performed on a Government Installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual task orders and/or technical instructions.

For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

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

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) 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 in accordance with the company policy.

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

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the

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proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(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 06161619_877_N00024-08-R-3060-2** dated **05 February 2008** in response to NSWC Crane **Solicitation No. N00024-08-R-3060-2**.

(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 52.215-08) 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 specifications" in order of precedence.

AWARD TERM CLAUSE

In addition to the terms set forth in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 year to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor will be evaluated for the first six months of performance, with extensions or reductions beginning in the second year. There will be four (4) total evaluations, as noted in **Table-1** below.

Table 1 – Evaluation Scoring Criteria

Evaluation Number	*Evaluation Performed (Months)	Points Earned	Base Year (BY) and Award-Term Year (ATY) Earned
1	6	5 – 17	BY 1
		18 – 30	BY's 1 and 2
2	18	21 - 30	BY's 1, 2 and 3
3	30	27 – 30	BY's 1, 2 and 3 and ATY 1
4	42	27 - 30	BY's 1, 2 and 3 and ATY's 1 and 2

*Evaluations will be performed 6 months from date of award, and every 12 months thereafter.

The contractor can earn a minimum of 5 points and a maximum of 30 points per evaluation period. Each evaluation period will be separate from the others. Points earned in one evaluation period will not be counted towards the cumulative points of the next evaluation period. The first evaluation period will be from date of award through six months following the date of award, with subsequent evaluations being

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conducted every 12 months thereafter.

Evaluation Period 1

If the contractor scores less than 18 points (e.g., 5 points to 17 points) for performance during the first six months of the basic order period, Base Year 2 (BY2) will not be awarded, and the TO will end at the conclusion of Base Year 1 (BY1).

If the contractor scores between 18 points and 30 points for performance during the first six months of the basic order period, BY2 will be awarded, and the TO will end at the conclusion of BY2, unless the contractor earns Base Year 3 (BY3).

Evaluation Period 2

If the contractor scores less than 21 points (e.g., 5 points to 20 points) for performance during the 12-month period beginning the 7th month through the 18th month of the basic order period, BY3 will not be awarded, and the TO will end at the conclusion of BY2.

If the contractor scores between 21 points and 30 points for performance during the 12-month period beginning the 7th month following award of the TO through the 18th month of the basic order period, BY3 will be awarded, and the TO will end at the conclusion of BY3, unless the contractor earns Award Term 1 (AT1).

Evaluation Period 3

If the contractor scores less than 27 points (e.g., 5 points to 26 points) for performance during the 12-month period beginning the 19th month through the 30th month of the basic order period, AT1 will not be awarded, and the TO will end at the conclusion of BY3.

If the contractor scores between 27 points and 30 points for performance during the 12-month period beginning the 19th month following award of the TO through the 30th month of the basic order period, AT1 will be awarded, and the TO will end at the conclusion of AT1, unless the contractor earns Award Term 2 (AT2).

Evaluation Period 4

If the contractor scores less than 27 points (e.g., 5 points to 26 points) for performance during the 12-month period beginning the 31st month of the basic order period through the 42nd month of AT1, AT2 will not be awarded, and the TO will end at the conclusion of AT1.

If the contractor scores between 27 points and 30 points for performance during the 12-month period beginning the 31st month following award of the TO through the 42nd month of the basic order period, AT2 will be awarded, and the TO will end at the conclusion of AT2.

The following timeline is provided for illustration purposes (see Section J, Attachment 4).

Points are awarded during each evaluation period of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will ensure the Government has sufficient time to solicit and award a new TO, should the contractor not earn a BY or AT.

(a) **Award Term.** The award-term concept is an incentive that permits extension of the TO period beyond the base Period of Performance (PoP) for superior performance or reduction of the TO POP because of poor performance.

(b) **Term Points.** Points are earned during each evaluation period on the basis of the contractor's performance. The contractor must earn a minimum of 18 points in the first evaluation period, a minimum of 21 points in the second evaluation period, and a minimum of 27 points each for the third and fourth evaluation periods for an additional 12 to 18 month term extension. For example, if the contractor earns less than 18 points in the first evaluation period, they will lose the second year of the basic ordering

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period.

(c) **Monitoring of Performance.** The contractor's performance will be continually monitored by the Performance Monitors (PO)/Requiring Technical Activity (RTA) whose findings are reported to the Award-Term Evaluation Team (ATET). The ATET provides recommendations to the Term Determining Official (TDO), who makes the final decision on the base year or award-term amounts on the basis of the contractor's performance during the specified evaluation periods.

(d) **Award-Term Plan.** The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan.

(e) **Modification of Award-Term Plan.** Changes may be made to the award-term plan at any time during TO performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) **Self-Evaluation.** The contractor will submit to the KO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 5 pages. It will be used in the ATET's evaluation of the contractor's performance during this period.

(g) **Disputes.** Decisions regarding the award term, including, but not limited to, the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) **Award-Term Extension.** The TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

AWARD TERM PLAN

1.0 INTRODUCTION

Award-term contracting is a tool used to promote efficient, quality contractor performance. Award-term contracting should be used when there are specific performance metrics which can be identified and known objectives can be measured. The award-term process should be used when a long-term business relationship is of value to the Government and the contractor, and the expected outcome is known upfront. The Award-Term Plan sets the basis for evaluating the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO). All decisions regarding the award-term points, the methodology used to calculate award-term points, the contractor's entitlement to the points and the nature and success of the contractor's performance are final and are not subject to dispute. The award term, if earned, will be provided to the contractor through unilateral contract modification. The specific criteria and procedures that will be used to assess the contractor's performance and for determining if additional base years or award-terms are earned are described herein.

2.0 ORGANIZATION.

The award-term evaluation team consists of the term-determining official (TDO), the Contracting Officer's Representative (COR), requesting technical activity/performance monitors (RTA) and the contracting officer (KO).

3.0 RESPONSIBILITIES.

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a. **Term-Determining Official (TDO).** The TDO will be the manager of the Code or Codes for which the requirement is supporting. The TDO shall approve the award-term plan and any significant changes to it. The TDO is responsible for review of the COR's recommendation, shall consider all pertinent data, and determine the award-term points for each evaluation period.

b. **Contracting Officer's Representative (COR).** The COR is responsible for obtaining and reviewing performance evaluations submitted by the performance monitors and the contractor's self-evaluation. The COR shall consider all information from pertinent sources, shall prepare an interim performance report and arrive at the earned award-term point recommendation, to be presented to the TDO. An initial assessment of the contractor's performance will be done at the conclusion of the first six months of performance, with subsequent evaluation being conducted every twelve months thereafter. The COR may suggest recommended changes to the award term plan, which will be considered by the TDO for incorporation or modification into the plan.

c. **Performance Monitors (PO)/Requiring Technical Activity (RTA).** PO(s) will be responsible for maintaining written records of the contractor's performance in their assigned evaluation area so that a fair and accurate evaluation is obtained. The PO may provide informal feedback of contractor performance at anytime, but must prepare written interim and end-of-term evaluation reports as directed by the COR.

d. **Contracting Officer (KO).** The KO is responsible for overseeing the contractor's performance with regards to all contractual issues. The KO is the liaison between the contractor and government personnel. The KO may issue a written notice to the contractor when areas of performance present government concern. The KO shall approve any changes to the award-term plan. Subsequent to the TDO decision, the KO will modify the task order period of performance (PoP), if necessary, to reflect the TDO's decision.

4.0 AWARD-TERM PROCESS.

a. **Evaluation Points.** Points are awarded during each evaluation period of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will ensure the Government has sufficient time to solicit and award a new TO, should the contractor not earn a Base Year (BY) or Award Term (AT). The contractor must score between 18 points and 30 points for performance during the first six months of the basic order period to secure BY2. The contractor must score between 21 points and 30 points for performance during the 12-month period beginning the 7th month following award of the TO through the 18th month of the basic order period to secure BY3. The contractor must score between 27 points and 30 points for performance during the 12-month period beginning the 19th month following award of the TO through the 30th month of the basic order period to secure AT1. The contractor must score between 27 points and 30 points for performance during the 12-month period beginning the 31st month following award of the TO through the 42nd month of the basic order period to secure AT2.

b. **Evaluation Criteria.** If the KO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. **Interim Evaluation Process.** An Interim evaluation will be conducted at the conclusion of the first six months of performance for the base period. At the discretion of the TDO, Interim evaluations may take place more frequently. The COR will notify the performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors are required to submit their evaluation reports to the COR 21 calendar days after this notification. The COR determines the evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The KO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. **End-of-Evaluation-Period.** The COR notifies the performance monitors 14 calendar days before the

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end of the evaluation period. The performance monitors prepare and submit a written evaluation report to the COR within 14 calendar days after the end of the evaluation period. The COR forwards copies of the reports to the contractor. The contractor is given an opportunity to address the performance monitor's evaluations. Contractor rebuttal must be received within 20 days after the end of the evaluation period. The contractor must prepare a self-assessment of their performance and submit it to the KO within 5 working days after the end of the evaluation period. The contractor's assessment may contain any information that could be reasonably expected to assist in determining the final performance assessment score. The self-assessment may not exceed 15 pages. The COR prepares an evaluation report and recommendation regarding earned or unearned award-term points. The COR briefs the TDO on the evaluation results and recommendation within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO shall issue a letter informing the contractor of the earned award-term points and the total cumulative points. If, sufficient award term-points are earned, the KO will issue a contract modification within 15 calendar days after the TDO's decision has been made. The modification will authorize an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURES.

Proposed changes to the award-term plan shall be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

6.0 AWARD-TERM PLAN RATING CHART

See Section J, Attachment 7

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SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This task order 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/>.

52.204-7 - Central Contractor's Registration (JUL 2006)

52.204-9 Personal Identity Verification of Contractor Personnel (NOV 2006)

52.204-10 – Reporting Executive Compensation and First-Tier Subcontract Awards.

52.228-05 – Insurance – Work on a Government Installation (JAN 1997)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

52.244-2 Subcontracts (June 2007)

52.244-2(d) is hereby updated as follows: If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

“Any subcontract exceeding the Simplified Acquisition Threshold (\$100,000.00), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime’s accepted proposal.”

52.245-1 Government Property (JUN 2007)

52.245-9 Use and Charges (JUN 2007)

DFAR CLAUSES

252.204-7005 – Oral Attestation of Security Responsibilities (NOV 2001)

252.227-7022 Government Rights (Unlimited) (MAR 1979)

CLAUSES INCORPORATED BY FULL TEXT

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

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

(End of clause)

52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

United States law will apply to resolve any claim of breach of this contract. (End of Clause)

HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(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 **06161619_877_N00024-08-R-3060-2** dated **05 February 2008** in response to NSWC Crane Solicitation No. **N00024-08-R-3060-2**.

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(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 52.215-08) 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 specifications" in order of precedence.

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SECTION J LIST OF ATTACHMENTS

Document/Exhibit/Other Attachments Title/Description	Date	Pages
Attachment 1 - DD Form 254 (Pre-Award)	10/15/2007	2
Attachment 2 - DD Form 1423 (CDRLs)	11/30/2007	11
Attachment 3, Rev 02 - DOL SCA WD 05-2544 (Rev 11)	04/23/2010	12
Attachment 4 – Timeline (Award Term Clause)	12/21/2007	1
Attachment 5 – Award Term Plan	01/08/2008	3
Attachment 6 – Award Term Clause	01/08/2008	3
Attachment 7 – Award Term Plan Rating Chart	12/13/2007	2
Post-Award DD254 Rev 1	07/06/2011	2
Attachment 9 – List of Approved Task Order Subcontractors	06/25/2010	2
Exhibit 1 (Exhibit1_Funding_Notification_Letter_Example.pdf)	06/16/2009	1
Exhibit 2 (Exhibit2_Funding_Notification_CDRL_B011.pdf)	05/01/2009	1