

2. AMENDMENT/MODIFICATION NO. 70	3. EFFECTIVE DATE 23-Jun-2014	4. REQUISITION/PURCHASE REQ. NO. 1300426266	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65540	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NSWC, CARDEROCK DIVISION, PHILADELPHIA
 NAVSSES
 Philadelphia PA 19112-1403
 john.woodland@navy.mil 215-897-7767 Ext. 7767

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Exelis, Inc. 12975 Worldgate Drive, Suite 700 Herndon VA 20170		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
[X]	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4395-EHP1 10B. DATED (SEE ITEM 13) 31-Aug-2010
CAGE CODE 9M715	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Modification – Reference FAR 52.232-22 "Limitation of Funds"

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cynthia Esposito, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY /s/Cynthia Esposito (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 23-Jun-2014

GENERAL INFORMATION

The purpose of this modification is to make a correction to [REDACTED]
[REDACTED]
[REDACTED]

1) The total amount of funds obligated to the task is hereby increased by [REDACTED]
[REDACTED]

[REDACTED] B and G are revised to add the following:

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

[REDACTED]
\$23,280,673.88.

4) Section G clause entitled "SEA 5252.232-9140 ALLOTMENT OF FUNDS (MAY 1993)" has been revised to read as follows:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] accounting and Appropriation Data added to Section G is as follows:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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order remains unchanged.

[REDACTED]

[REDACTED]

[REDACTED]

10) The period of performance for [REDACTED] this is a level of effort, severable type contract or task order (change as applicable), the above period of performance extension does not and cannot extend the expiration date of a specific funding line. For example, Operations and Maintenance, Navy (OM&N) can only be used for performance purposes for one year from the date obligated on the contract. Most other types of funding can only be used for performance purposes up to the date it would have expired for obligation purposes. The exception to this would be funds that are obligated in their last year of availability, they are also available for one year from date of obligation. This money is available for invoicing purposes up to five (5) years beyond its expiration date.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000		[REDACTED]					
400001	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (O&MN,N)					
400002	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - OTHER)					
400003	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (O&MN,N)					
400004	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400005	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400006	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400007	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400008	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400009	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400010	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400011	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400012	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400013	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (Fund Type - TBD)					
400014	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (O&MN,N)					
400015	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (O&MN,N)					
400016	R425	INCREMENTAL FUNDING FOR CLIN 4000 SEE SECTION G (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400017	R425	INCREMENTAL FUNDING FOR CLIN 4000 (O&MN,N)					
400018	R425	INCREMENTAL FUNDING FOR CLIN 4000 (Fund Type -OTHER)					
400019	R425	INCREMENTAL FUNDING (TI 008) (Fund Type - OTHER)					
400020	R425	INCREMENTAL FUNDING (TI 005) (O&MN,N)					
400021	R425	INCREMENTAL FUNDING (TI 1) (SCN)					
400022	R425	INCREMENTAL FUNDING (TI SSBN) (O&MN,N)					
400023	R425	INCREMENTAL FUNDING (TI 11) (OPN)					
400024	R425	INCREMENTAL FUNDING (TI 04) (SCN)					
400025	R425	INCREMENTAL FUNDING (TI 05) (OPN)					
400026	R425	INCREMENTAL FUNDING (TI 01) (O&MN,N)					
400027	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)					
400028	R425	INCREMENTAL FUNDING (TI 13) (SCN)					
400029	R425	INCREMENTAL FUNDING (TI 05) (SCN)					
400030	R425	INCREMENTAL FUNDING (TI 001 Rev 2) (O&MN,N)					
		[REDACTED]	1.0	LO	\$3,788,837.00	\$298,990.00	\$4,087,827.00
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
410001	R425	INCREMENTAL FUNDING (TI 001 Rev 2) (O&MN,N)					
410002	R425	INCREMENTAL FUNDING (TI 001 Rev 2) (O&MN,N)					
410003	R425	INCREMENTAL FUNDING (TI 008 Rev 1) (RDT&E)					
410004	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410005	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410006	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410007	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410008	R425	INCREMENTAL FUNDING (TI 001 Rev 2) (O&MN,N)					
410009	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410010	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410011	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					
410012	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410013	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)					
410014	R425	INCREMENTAL FUNDING (TI MGTIS) (O&MN,N)					
410015	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)					
410016	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)					
410017	R425	INCREMENTAL FUNDING (TI 13) (SCN)					
410018	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
410019	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
410020	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
410021	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
410022	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
410023	R425	INCREMENTAL FUNDING (TI 14) (OPN)					
410024	R425	INCREMENTAL FUNDING (TI 15A) (O&MN,N)					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
420001	R425	INCREMENTAL FUNDING (TI 15A) (O&MN,N)					
420002	R425	INCREMENTAL FUNDING (TI 15A) (O&MN,N)					
420003	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
420004	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
420005	R425	INCREMENTAL FUNDING (TI 14) (OPN)					
420006	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
420007	R425	INCREMENTAL FUNDING (TI 14) (SCN)					
420008	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)					
420009	R425	INCREMENTAL FUNDING (TI 5, REV 2) (OPN)					
420010	R425	INCREMENTAL FUNDING (TI 14) (SCN)					
420011	R425	INCREMENTAL FUNDING (TI 001, REV 2) (O&MN,N)					
420012	R425	INCREMENTAL FUNDING (TI 14) (SCN)					
420013	R425	INCREMENTAL FUNDING (TI 14) (OPN)					
420014	R425	INCREMENTAL FUNDING (TI 4, Rev 1) (O&MN,N)					
420015	R425	INCREMENTAL FUNDING (TI 15B) (O&MN,N)					
420016	R425	INCREMENTAL FUNDING (TI 01, REV 3) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420017	R425	INCREMENTAL FUNDING (TI 05, REV 3) (O&MN,N)					
420018	R425	INCREMENTAL FUNDING (TI 15, REV C) (O&MN,N)					
420019	R425	INCREMENTAL FUNDING (TI 15, REV C) (O&MN,N)					
420020	R425	INCREMENTAL FUNDING (TI 01, REV 4) (O&MN,N)					
420021	R425	INCREMENTAL FUNDING (TI 01, REV 5) (O&MN,N)					
420022	R425	INCREMENTAL FUNDING (TI 15, REV F) (O&MN,N)					
420023	R425	INCREMENTAL FUNDING (TI 14, REV B) (O&MN,N)					
420024	R425	INCREMENTAL FUNDING (TI 13, REV 2) (O&MN,N)					
420025	R425	INCREMENTAL FUNDING (TI 1, REV 6) (O&MN,N)					
420026	R425	INCREMENTAL FUNDING (TI 17) (O&MN,N)					
420027	R425	INCREMENTAL FUNDING (TI-005, REV 4) (O&MN,N)					
420028	R425	INCREMENTAL FUNDING (TI 18) (O&MN,N)					
420029	R425	INCREMENTAL FUNDING (TI 18) (O&MN,N)					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
		[REDACTED]					
430001	R425	INCREMENTAL FUNDING FOR FLEETENHANCEMENTS (OPN)					
430002	R425	INCREMENTAL FUNDING FOR (TI 13 REV 6) (O&MN,N)					
430003	R425	INCREMENTAL FUNDING (TI 13, REV 03) (O&MN,N)					
430004	R425	INCREMENTAL FUNDING (TI 13, REV 04) (O&MN,N)					
430005	R425	INCREMENTAL FUNDING (TI 16) (OPN)					
430006	R425	INCREMENTAL FUNDING (TI 13, REV 5) (O&MN,N)					
430007	R425	INCREMENTAL FUNDING (TI 13, REV 7) (O&MN,N)					
430008	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430009	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					
430010	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					
430011	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					
430012	R425	INCREMENTAL FUNDING (TI 14, RREV 3) (O&MN,N)					
430013	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					
430014	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)					
430015	R425	INCREMENTAL FUNDING (TI 1, REV 7) (O&MN,N)					
430016	R425	INCREMENTAL FUNDING (TI 1, REV 8) (O&MN,N)					
430017	R425	INCREMENTAL FUNDING (TI 1, REV 8) (O&MN,N)					
430018	R425	INCREMENTAL FUNDING (TI 1, REV 8) (O&MN,N)					
430019	R425	INCREMENTAL FUNDING (TI 1, REV 8) (O&MN,N)					
430020	R425	INCREMENTAL FUNDING (TI 1, REV 8) (O&MN,N)					
430021	R425	INCREMENTAL FUNDING (TI 15, REV H) (Fund Type- OTHER)					
430022	R425	INCREMENTAL FUNDING (TI 15, REV I) (O&MN,N)					
430023	R425	INCREMENTAL FUNDING (TI 15, REV J) (Fund Type- OTHER)					
430024	R425	INCREMENTAL FUNDING (TI 2, REV 3) (OPN)					
430025	R425	INCREMENTAL FUNDING (TI 1, REV 9) (O&MN,N)					
430026	R425	INCREMENTAL FUNDING (TI 5, REV 5) (O&MN,N)					
430027	R425	INCREMENTAL FUNDING (TI 5, REV 5) (O&MN,N)					
430028	R425	INCREMENTAL FUNDING (TI 15, REV K) (Fund Type- OTHER)					
430029	R425	INCREMENTAL FUNDING (TI 05, REV 6) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430030	R425	INCREMENTAL FUNDING (TI 20) (O&MN,N)					
430031	R425	INCREMENTAL FUNDING (TI 2 Rev. 4) (OPN)					
430032	R425	INCREMENTAL FUNDING (TI 13 Rev. 8) (O&MN,N)					
430033	R425	INCREMENTAL FUNDING (TI 20 Rev. A) (O&MN,N)					
430034	R425	INCREMENTAL FUNDING (TI 1 Rev. 10) (O&MN,N)					
430035	R425	INCREMENTAL FUNDING (TI 20 Rev. B) (O&MN,N)					
430036	R425	INCREMENTAL FUNDING (TI 01 Rev. 13) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600001	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (O&MN,N)			
600002	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - OTHER)			
600003	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600004	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600005	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600006	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600007	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600008	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (Fund Type - TBD)			
600009	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (O&MN,N)			
600010	R425	INCREMENTAL FUNDING FOR CLIN 6000 SEE SECTION G (O&MN,N)			
600011	R425	INCREMENTAL FUNDING FOR CLIN 6000- (O&MN,N)			
600012	R425	INCREMENTAL FUNDING (TI 1) (SCN)			
600013	R425	INCREMENTAL FUNDING (TI 005) (OPN)			
600014	R425	INCREMENTAL FUNDING (TI 11) (OPN)			
600015	R425	INCREMENTAL FUNDING (TI 05) (OPN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600016	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)			
600017	R425	INCREMENTAL FUNDING (TI 05) (SCN)			
600018	R425	INCREMENTAL FUNDING (TI 04) (SCN)			
600019	R425	INCREMENTAL FUNDING (TI 001 Rev 2) (O&MN,N)			
600020	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)			
600021	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)			
600022	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)			
600023	R425	INCREMENTAL FUNDING (TI 13) (O&MN,N)			
600024	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)			
600025	R425	INCREMENTAL FUNDING (TI MGTIS) (O&MN,N)			
600026	R425	INCREMENTAL FUNDING (TI 05) (O&MN,N)			
600027	R425	INCREMENTAL FUNDING (TI 13) (SCN)			
600028	R425	INCREMENTAL FUNDING (TI 14) (O&MN,N)			
600029	R425	INCREMENTAL FUNDING (TI 14) (OPN)			
600030	R425	INCREMENTAL FUNDING (TI 15A) (O&MN,N)			
600031	R425	INCREMENTAL FUNDING (TI 5, REV 2) (OPN)			
600032	R425	INCREMENTAL FUNDING (TI 002, REV 1) (OPN)			
600033	R425	INCREMENTAL FUNDING (TI 002, REV 1) (OPN)			
600034	R425	INCREMENTAL FUNDING (TI 4, Rev 1) (O&MN,N)			
600035	R425	INCREMENTAL FUNDING (TI 01, REV 3) (O&MN,N)			
600036	R425	INCREMENTAL FUNDING (TI 17) (O&MN,N)			
600037	R425	INCREMENTAL FUNDING (TI-005, Rev 4) (O&MN,N)			
600038	R425	INCREMENTAL FUNDING (TI 16) (OPN)			
600039	R425	INCREMENTAL FUNDING (TI 13, REV 7) (O&MN,N)			
600040	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
600041	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
600042	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
600043	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
600044	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
600045	R425	INCREMENTAL FUNDING (TI 14, REV 3) (O&MN,N)			
610001	R425	INCREMENTAL FUNDING (TI 13, REV 3) (O&MN,N)			
610002	R425	INCREMENTAL FUNDING (TI 15, REV 1) (Fund Type- OTHER)			
610003	R425	INCREMENTAL FUNDING (TI 15, REV 1) (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700008	R425	FUNDING FOR CLIN 7000 IAW TI-21 (SCN)					
700009	R425	FUNDING FOR CLIN 7000 IAW TI-17 (O&MN,N)					
700010	R425	FUNDING FOR CLIN 7000 IAW TI-17 (O&MN,N)					
700011	R425	FUNDING FOR CLIN 7000 IAW TI-15 REV L (Fund Type - OTHER)					
700012	R425	FUNDING FOR CLIN 7000 IAW TI-15 REV L (O&MN,N)					
700013	R425	FUNDING FOR CLIN 7000 IAW TI-15 REV M (O&MN,N)					
700014	R425	FUNDING FOR CLIN 7000 IAW TI-21 REV B (O&MN,N)					
700015	R425	FUNDING FOR CLIN 7000 IAW TI-1 REV13 (O&MN,N)					
700016	R425	FUNDING FOR CLIN 7000 IAW TI-1 REV14 (O&MN,N)					
700017	R425	FUNDING FOR CLIN 7000 IAW TI-23 (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

NOTES:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

LEVEL OF EFFORT:

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PAYMENT OF FEE:

(a) The Government shall make payments to the Contractor, subject to and in accordance with the clause contained in the base IDIQ contract entitled "Fixed Fee", FAR 52.216-8. Such payments shall be equal to the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of the base IDIQ entitled "Allowable Cost and Payment", FAR 52.216-7. Total fees paid to the Contractor for performance of work under this task order shall not exceed the fee amount set forth in the task order.

(b) In the event of discontinuance of the work under this task in accordance with the clause of the base IDIQ contract entitled "Limitation of Funds", FAR 52.232-22 or "Limitation of Cost", FAR 52.232-20, as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this task order, the Government shall be required to pay the Contractor any amount in excess of funds obligated under this task order at the time of the discontinuance of work.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work for Logistics, Technical Documentation, and Aircraft Carriers Support

1.0 BACKGROUND:

The Naval Surface Warfare Center, Carderock Division (NSWCCD) Philadelphia Code 94 develops, implements, provides and maintains logistic products for Hull, Mechanical and Electrical (HM&E) systems and equipment installed on U.S. Navy surface ships and submarines. The Division assists the Naval Sea Systems Command (NAVSEA) in development and maintenance of technical documentation including Defense Standardization Program (DSP) documents, Technical Manuals/Publications, NAVSEA Standard and Type (S&T) Drawings, and Design Data Sheets (DDSs).

The Division coordinates the identification and implementation of Integrated Logistical Support (ILS) updates associated with shipboard HM&E system and equipment alterations. These products and coordination services are provided for NAVSEA, Naval Air Systems Command (NAVAIR), and Medical Logistics System (MEDLOG) activities and for the other Naval Surface Warfare Centers.

NSWCCD Philadelphia Code 912 provides program management support for programs and initiatives for HM&E systems and equipment installed on U. S. Navy aircraft carriers. This includes interfacing with aircraft carrier sponsors and field activities and coordination of technical and logistics efforts at NSWCCD Philadelphia.

Commanders, Naval Air Force (CNAF) provide program management and technical oversight support for numerous U. S. Navy aircraft carrier programs and initiatives, including the Carrier Readiness Team (CRT) and Carrier Team One (CT1).

2.0 SCOPE:

The contractor shall provide logistics support for NSWCCD Philadelphia and aircraft carriers program support for NSWCCD Philadelphia and CNAF. This support shall be provided for NSWCCD in Philadelphia, PA., for CNAF in Norfolk, VA., and San Diego, CA. and as needed for other U. S. Navy activities and onboard U. S. Navy ships. The Task Order Manager (TOM) shall have overall control and responsibility of the projects for which written work assignments, hereinafter called "Technical Instructions (TIs)", shall be issued.

3.0 REFERENCES OR APPLICABLE DOCUMENTS:

3.1 NAVSEA Technical Specification 9090-600: Ship Alteration Drawing Preparation. - June 2002

3.2 General Specification for Overhaul (GSO) of Surface Ships (NAVSEA S9AA)-AB-GSO-101) Actually: (NAVSEA S9AA0-AB-GSO-010). Use 9/2/09 for date, on line publication.

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3.3 MIL-P-24534; Planned Maintenance Subsystem: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documents 3/21/1991

3.4 MIL-M-24784: Technical Repair Standards: 9/2/09

3.5 MIL-M-38784: Manuals, Technical: General Style and Format Requirements - 12/1/2000

3.6 NAVSEA 4790.8B: Ship's Maintenance and Material Management (3M) System Policy 11/13/2003

3.7 NAVSEA Technical Specification 9090-700: Ship Configuration and Logistics Support Information System (SCLISIS)- January 2007

3.8 COMLANTFLT/COMPACFLT 4790.3: Joint Fleet Maintenance Manual Elaine Checking. 9/2/09, on line Publication.

3.9 COMNAVAIFFOR Instructions. Various - 9/2/09

3.10 DOD 4120.24M Defense Standardization Program Policies and Procedures - 3/9/2000

3.11 MIL-STD-961E Department of Defense Standard Practice Defense and Program-Unique Specifications Format and Content - 4/2/08

3.12 MIL-STD-962D Department of Defense Standard Practice Defense Standards Format and Content - 4/2/08

3.13 MIL-STD-967 Department of Defense Standard Practice Defense Handbooks Format and Content - 4/2/08

3.14 GSA Federal Standardization Manual – 2000 EDITION

3.15 NAVSEAINST 4121.3A Technical Standards Policy - 7/14/06

3.16 NAVSEA Technical Standards Procedures - 8/30/06

4.0 REQUIREMENTS:

4.1 Division 94 Logistics Support:

4.1.1 The contractor shall review HM&E Ship Change Documents and alteration drawing packages to determine ILS impacts, conduct research for supply support, Preventative Maintenance System (PMS) and tech manual updates using software packages, such as HAYSTACK; Federal Logistics (FEDLOG); General Distribution Allowance Part List (GDAPL); Preventive Maintenance System Schedule (PMSSKED); Technical Data Management Information System (TDMIS) and others such as CDMD-OA and NDE. Using these tools, the contractor will collect and compile Configuration Overhaul Planning (COP) data for input in configuration data files, and prepare pre-certification documentation and ILS certification sheets. The contractor will review, develop and modify ILS Checklists and ILS Certifications, to ensure completeness, accuracy and thorough assessment of ILS products needed for Installation of Ships

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alterations. This includes certifications and development of OLS products in accordance with the requirements listed in Applicable Documents 3.1 through 3.10.

4.1.2 The contractor shall provide availability coordination support to ensure that all planned ILS products associated with HM&E equipment are properly developed and promulgated. This shall include research to obtain drawing packages and all pertinent ILS documentation to be used for ILS impact determinations, maintenance of alteration tracking databases, and preparation of Integrated Logistics Support Management Team (ILSMT) presentations. Any and all databases utilized during particular availability would be updated and status reports and other presentations would be generated for briefing during ILSMT meetings. The Contractor will provide an ILS Carrier Database for ILS products, Cost Estimate, historical data on HM&E Ship Alterations, ILS Certifications, Caveats and ILS Development tracking reports. The Contractor will perform drafting and design support for word processing functions including text, charts and graphics as required documenting comments, technical input, draft documentation, briefs, reports, schedules, and milestone charts.

4.1.3 The contractor shall develop, update and review ILS documentation and ILS packages which will include, but not be limited to PMS, Technical Publications, Supply Support, Operations Sequencing System (OSS) and training requirements. Training requirements include status of Front End Analysis (FEA)/Training Requirements Planning Process Methodology (TRPPM) analysis and Navy Training Systems Plans (NTSP's), initial and follow-up training (and interim training if applicable), computer-based training and applicable Personnel Qualification Standards (PQS). The Contractor will establish a Web-based share point environment for sharing and exchange of ILS data such as Availability and Milestone Schedules, Funding Estimates, ILS certification data, ILS Caveat Data, ILS product development data etc. The Contractor will make the collaborative environment fully accessible via a standard Navy Marine Corps Intranet (NMCI).

4.1.4 The contractor shall assist in compiling 3M maintenance data and developing maintenance action and maintenance cost wagon wheel charts for selected HM&E systems and equipment.

4.1.5 Training services will require front end analysis of manpower and training requirements for systems' developments of, and modifications to, software based curriculum; Equipment Facility Requirements (EFR) development; Navy Training System Plans (NTSP) development and modification; performing course analysis on existing training and on proposed training; Computer Based Training (CBT)/Interactive Courseware (ICW) Development and modification; development of training on Electronic Media such as PowerPoint or similar software; converting existing training media from Analog to Digital; Reproducing or duplicating of electronic training media. The contractor may also be tasked to provide Technical Training Equipment (TTE) in support of curriculum development efforts. The contractor may also be tasked to provide logistical support personnel to audit training courses, training manuals, and training aids at the various Navy schools. The contractor shall support manpower and training analysis and training development for surface ship and submarine HM&E systems including, but not limited to the following:

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4.1.5.1 Developing TRPPM analysis and supporting documentation in accordance with TRPPM Manual and Guide. This analysis is expected to provide detailed Job Task Analysis (JTA) and Training Needs Analysis (TNA) which result in Alternative Courses of Action (AOA) as well as contractor recommended Course of Action (COA) for NAVSEA and TRPPM board consideration. The contractor will adjudicate comments and feedback received from NAVSEA and TRPPM Board and ensuring final TRPPM approval of the FEA.

4.1.5.2 Manpower Workload Analysis: The Contractor will provide manpower analysis on planned HM&E upgrades as it relates to ship, system or subsystem. The Contractor will identify and update the Operational Manning (OM) or watch station workload in accordance with Navy policies and instructions. This effort will include afloat analysis within designated ships or systems. It will also include all applicable conditions of readiness or operational environments where equipment, systems or subsystems will be operated.

The Contractor will review all Navy workload elements including Preventative and Corrective Maintenance (PM/CM) workload as it relates to each identified system or subsystem. The Contractor will make recommendations to NSWCCD SSES PHILADELPHIA as to the MP&T requirements based on analysis of approved workload factors, and will identify the critical and key billets for each vessel under review. Manpower analysis efforts will be developed in conjunction with TRPPM/NTSP development efforts.

4.1.5.3 The Contractor shall develop and/or update training curriculum to include Instructor Guides (IGs), Student Guides (SGs), all multi-media presentations, projections, case studies, visuals, videos, diagrams, and graphics and as well as the identification of any required Technical Training Equipment or Devices (TTE/D). The contractor shall develop and modify Interactive Multimedia Instruction (IMI) for Interactive Courseware (ICW) and Distance Learning as directed. All ICW and Distance Learning developed or modified must comply with current Navy Guidelines that can be found at <https://ile-help.nko.navy.mil/ile/>. The contractor shall utilize standard industry software for development and deliver all source files, including development files to the government

4.2 Aircraft Carriers Program Support:

4.2.1 The contractor shall provide program support for NSWCCD Philadelphia Code 912 and CNAF, including preparing status reports, developing and updating presentations, maintaining installation schedules and program related databases, and assisting with program reviews. These databases will include information such as: NAVICP Allowance Parts List (APL) and parts information, NAVSEALOGCEN Planned Maintenance System (PMS) data for test plans, DLSC National Stock Number (NSN) information, Navy Data Environment (NDE) alteration information, In-Service Engineering Activity (ISEA) and other agencies point of contact information and SCLISIS data, CDMD-OA, Fleet ILS Information Tools (FILSIT), Modernization Readiness Assessment (MRA), Interactive Computer Aided Provisioning System (ICAPS) and AIT ILS Tracking. The contractor shall review Carrier program support requirements and conduct special studies and analyses to determine if all requirements for ILS planning and implementation have been adequately addressed. The contractor shall also assist

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the Integrated Logistics Support Managers (ILSMs) in the planning and integration of all Integrated Logistics Support (ILS) activities and provide expertise toward developing better business practices and innovative process improvements, strategies, and solution recommendations.

4.2.2 The contractor shall provide program support for CNAF programs and initiatives, including, but not limited to: Metrics support for the CT1 Metrics Supervisor and CT1 liaison support for metrics development efforts for the Naval Aviation Enterprise (NAE), and NAVSEA. Metrics, process flow charts, graphs and back-up data for CNAF in support of aircraft carrier logistics and will be used in order to enhance the CNAF N432 database. This includes support in accordance with the requirements of Applicable Documents 3.11 and 3.12.

4.2.3 The contractor shall provide program support to NSWCCD Philadelphia Code 912 by assisting with planning, coordinating and conducting meetings including, but not limited to: Integrated Logistics Support Management Team (ILSMT) meetings, ILS Program Reviews, Technical Reviews, and Modernization Readiness Assessment Reviews. This includes preparing agendas and meeting announcements, participating in meetings, generating meeting minutes and tracking action items. The contractor shall provide program support to NSWCCD Philadelphia Code 912 by Reviewing, Developing and Modifying Funding Estimates for ILS Certifications and Products for HM&E alterations and maintaining metrics and databases of the same which will be used to develop reports to determine cost effectiveness of ILS processes in place and to make recommendations on process improvement.

4.3 Technical Documentation (Specifications and Standards):

4.3.1 Support to develop and modify existing technical standards including, but not limited to, Defense Standardization Program (DSP) documents, Technical Manuals/Publications, NAVSEA Standard and Type (S&T) Drawings, and Design Data Sheets (DDSs).

4.3.2 Develop, revise, and maintain technical standards, tools, and process.

This includes the development and revision of NAVSEA specifications and standards in accordance with NAVSEA and the Defense Standardization Program (DSP) requirements; and NAVSEA technical publications, and instructions in accordance with the requirements listed in Applicable Documents 3.10 through 3.16.

4.3.3 The contractor shall develop/revise and process technical standards, including but not limited to, Defense Standardization Program (DSP) documents, Technical Manuals/Publications, Naval Ships' Technical Manuals (NSTMs), NAVSEA Standard and Type (S&T) Drawings, and Design Data Sheets (DDSs), in accordance with NAVSEA requirements for document processing and document format and content. The contractor shall complete each document development/revision task up to and including document publication in the appropriate publication repository.

4.3.4 This task requires extensive experience with developing/revising and processing Defense

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Standardization Program (DSP) documents in accordance with DoD and NAVSEA requirements, and developing/revising and processing Technical Manuals/Publications, Naval Ships' Technical Manuals (NSTMs), NAVSEA Standard and Type (S&T) Drawings, and Design Data Sheets (DDSs) in accordance with NAVSEA requirements.

5.0 DELIVERABLES:

Copies of all deliverable shall be prepared and distributed to the TOM as follows:

5.1 Progress and Financial Reports, due the 5th working day of each month, shall contain a breakdown of funding details to date and projections, a summary of efforts performed, hours charged to the task order, and deliverables provided for the reporting period.

5.2 Technical Reports, due within 10 days of completions of the TI effort, shall contain conclusions reflecting the work accomplished under each TI.

5.3 Other Reports, there may be a need for other specific reports, test plans, evaluation reports or documentation created as an integral part of a TI under this task order. Report format, contents and delivery requirements will be specified at the time of TI issuance.

5.4 TI Status Reports, for each TI issued, due the 5th working day of each month, shall cite the status and utilization since the last report, the status regarding hours and dollars remaining on the TI, percent of completion of the TI and any problems anticipated.

5.5 Travel Reports, due the 5th working day after any travel is required, shall contain the destination, number of travelers, duration of stay, TI milestones completed, site points of contact, ship and hull number visited.

5.6 Final Report, due upon completion of task order.

6.0 PLACE OF PERFORMANCE:

[REDACTED]

7.0 SECURITY REQUIREMENTS:

The security requirements are specified in accordance with the attached DD Form 254, which specifies a level of CONFIDENTIAL.

8.0 TASK ORDER MANAGER (TOM):

Thomas Konen

NSWCCD-SSES Philadelphia Code 9460

Commercial Telephone: (215)897-1265; DSN Telephone: 443-1265

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E-Mail Address: Thomas.Konen@navy.mil

9.0 PERSONNEL

KEY PERSONNEL LABOR CATEGORIES AND THE GOVERNMENT'S DESIRED EDUCATION AND EXPERIENCE:

The following represents the Government's desired education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasking. The desired specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified.

1. [REDACTED]

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the base IDIQ contract.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] D-2 0008 MARKING OF REPORTS (NAVSEA)(SEP 1990)

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

(1) name and business address of the Contractor

(2) contract number

(3) task order number

(4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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

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SECTION E INSPECTION AND ACCEPTANCE

Section E clauses are contained in the Basic Multiple Award Contract (MAC) and as described below.

Inspection and Acceptance shall be performed at Destination by Naval Surface Warfare Center, Carderock Division Philadelphia, Code 9460.

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SECTION F DELIVERABLES OR PERFORMANCE

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

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED] - DELIVERIES OR PERFORMANCE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Technical Instructions may have unique delivery schedules. These schedules will be identified within each Technical Instruction and are considered as contractually binding as if they were incorporated herein.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

POINTS OF CONTACT FOR THIS TASK ORDER:

Task Order Manager:

Thomas Konen, Code 9460
Naval Surface Warfare Center Carderock Division
5001 South Broad Street
Philadelphia, PA 19112
E-Mail: thomas.konen@navy.mil
Phone No. 215-897-1265

Contract Specialist:

Dorothy Jones, Code 3353
Naval Surface Warfare Center Carderock Division
5001 South Broad Street
Philadelphia, PA 19112-1403
E-Mail: dorothy.Jones1@navy.mil
Phone No. 215-897-1712

Procuring Contracting Officer:

John Stefano, Code 3353
Naval Surface Warfare Center Carderock Division
5001 South Broad Street
Philadelphia, PA 19112-1403
E-Mail: john.stefano@navy.mil
Phone No. 215-897-8437

Defense Contract Audit Agency (DCAA):

Hector A. Valentin, Auditor
Reston Branch Office
171 Elden Street, Suite 300
Herndon, VA 20170-4810

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E-Mail: Hector.Valentin@dcaa.mil

Phone No. 703-668-6281

Defense Contract Management Activity (DCMA):

Lois Elswick

Virginia Branch Office

10500 Battleview Parkway, Suite 200

Manassas, VA 20109-2342

E-Mail: Lois.Elswick@dcma.mil

Phone No. 703-530-3214

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

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

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

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

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

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

-

Issue DODAAC	<u>N65540</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA031</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

Send Additional Email Notification To:
thomas.konen@navy.mil

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

CONSENT TO SUBCONTRACT

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 353,000 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 1,358 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee x ((Required LOE minus Expended LOE)divided by Required LOE)

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

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

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

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

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are contained in the Basic Multiple Award Contract (MAC) and as described below.

This Task Order invokes the Organizational Conflict of Interest Clause set forth in Section H, Clause number HQ C-2-0037 of the basic contract.

CAR-H05 PAST PERFORMANCE ASSESSMENT (SYSTEMS OR SHIP REPAIR AND OVERHAUL) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements and sub-elements:

(1) Quality of Product or Service: This element is comprised of an overall rating and six sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's technical performance or progress towards meeting requirements. It is not a predetermined roll-up of the sub-element assessments.

(A) Product Performance: The contractor's achieved product performance relative to performance parameters required by the contract.

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(B) Systems Engineering: The contractor's effort to transform operational needs and requirements into an integrated system design solution.

(C) Software Engineering: The contractor's success in meeting contract requirements for software development, modification, or maintenance. As a source of information to support this evaluation, the government may use results from the Software Capability Evaluations (SCEs) (using the Software Engineering Institute's (SEI's) Capability Maturity Model (CMM) as a means of measurement; Software Development Capability Evaluations (SDCEs); or similar software assessments.

(D) Logistics Support/Sustainment: The success of the contractor's performance in accomplishing logistics planning.

(E) Product Assurance: The contractor's success in meeting program quality objectives, e.g., producibility, reliability, maintainability, inspectability, testability, and system safety, and controls over the manufacturing process.

(F) Other Technical Performance: All other technical activity of the contractor critical to successful contract performance. This will include additional assessment aspects that are unique to the contract or that cannot be captured in another sub-element.

(2) Schedule: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) Cost Control (Not required for FFP or FFP/EPA): The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) Management: This element is comprised of an overall rating and three sub-elements. The government will assess activity critical to successfully executing the contract within one or more of these sub-elements. The overall rating at the element level is the government's integrated assessment as to what most accurately depicts the contractor's performance in managing the contracted effort. It is not a predetermined roll-up of the sub-element assessments.

(A) Management Responsiveness: The contractor's timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, ECPs, or other undefinitized contract actions), the contractor's history of reasonableness and cooperative behavior, effective business relations, and customer satisfaction.

(B) Subcontract Management: The contractor's success with timely award and management of subcontracts, including whether the contractor met small/small disadvantaged and women-owned business participation goals.

(C) Program Management and Other Management: The extent to which the contractor discharges its responsibility for integration and coordination of all activity needed to execute the contract; identifies and applies resources required to meet schedule requirements; assigns responsibility and tasks/actions required by the contract; and communicates appropriate information to affected program elements in a timely manner. In addition, the contractor's risk management practices will

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be assessed, especially the ability to identify risks and formulate and implement risk mitigation plans. If applicable, any other areas unique to the contract or that cannot be captured elsewhere under the Management element will be identified and assessed.

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction

covering the performance period evaluated. This clause provides the basis for evaluation of the contractor’s performance and for determining if the fee amount should be reduced due to “Unsatisfactory” performance.

(b) Performance Ratings: The Government will evaluate the contractor’s performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance

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based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government

Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	involvement. Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly,

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analysis is also
submitted.

and the contractor's
recommendations
and/or corrective plans
are implemented and
effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

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SECTION I CONTRACT CLAUSES

Section I clause are contained in the Basic Multiple Award Contract (MAC) and as described below:

CLAUSES BY REFERENCE:

FAR 52.216-8 FIXED FEE (MAR 1997)

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)--ALTERNATE II (OCT 2001)

FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.246-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2009)

FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

FAR 52.248-1 VALUE ENGINEERING (FEB 2000)

CLAUSES BY FULL TEXT:

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the

Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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

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

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the period of performance.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 0 or the overtime premium is paid for work --

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- (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)

52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

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

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

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

purchase orders.

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

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

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

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

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contract; or

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

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

Cost-Plus-Fixed-Fee, Time and Material and Subcontracts are proposed for award on a non-competitive basis.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining

the price objective and in negotiating the final price;

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(e)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than subcontractor's prime SeaPort-e contract.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) The Government strongly discourages Time & Material (T&M) or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

252.215-7003 Excessive Pass-Through Charges – Identification of Subcontract Effort.

As prescribed in [215.408\(3\)](#), use the following provision:

EXCESSIVE PASS-THROUGH CHARGES –

IDENTIFICATION OF SUBCONTRACT EFFORT (MAY 2008)

(a) *Definitions.* “Added value,” “excessive pass-through charge,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS [252.215-7004](#)).

(b) *General.* The offeror's proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed

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under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

252.215-7004 Excessive Pass-Through Charges.

As prescribed in [215.408](#)(4), use the following clause:

EXCESSIVE PASS-THROUGH CHARGES (MAY 2008)

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

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

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(b) *General.* The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Required reporting of performance of work by the Contractor or a subcontractor.* The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart [231.2](#) of the Defense FAR Supplement.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for—

(1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

(1) Directions to the Contractor that 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 that assist in the interpretation of drawings, specifications or technical portions of work description.

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten

(10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Department of Defense Contract Security Classification Specification (DD Form 254)

Attachment 2 - Performance Requirements Summary Table