

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 31	3. EFFECTIVE DATE 12-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. 1300240932		5. PROJECT NO(If applicable) N/A	
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 barbara.contreras@navy.mil 805-228-8510	CODE N63394	7. ADMINISTERED BY(If other than Item 6) DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608		CODE S0512A	

8. NAME AND ADDRESS OF CONTRACTOR(No., street, county, State, and Zip Code) AdvantEdge Technology 271 Market Street , Suite 15 Port Hueneme CA 93041-2046	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED(SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4005-L605
	10B. DATED(SEE ITEM 13) 25-Nov-2009
CAGE CODE 3PQL7	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA(If required)

SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input 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) 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) Irene M Becerra, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Irene M Becerra (Signature of Contracting Officer)	16C. DATE SIGNED 12-Jan-2012

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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**GENERAL INFORMATION**

The purpose of this modification is to provide incremental funding.

All other terms and conditions remain unchanged.

Accordingly, said Task Order is modified as follows: (see below).

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from by to.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420005	RDT&E	0.00		
620005	RDT&E	0.00		

The total value of the order is hereby increased from \$by \$to \$.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee
4000	BASE PERIOD 'System Test and Evaluation' of Battle Forces, Combat Systems and Weapon Systems. (TBD)	1.0	LO		
400001	REQN NO 93242561 FUNDING FOR LABOR CLIN (4000) (RDT&E)				
400002	FUNDING DOCUMENT - 00208601 FOR LABOR CLIN 4000 (RDT&E)				
400003	FUNDING DOCUMENT - 00756180 FOR LABOR CLIN 4000 (OTHER)				
400004	FUNDING DOCUMENT - 00756182 FOR LABOR CLIN 4000 (OTHER)				
400005	FUNDING DOCUMENT - 00756204 FOR LABOR CLIN 4000 (OTHER)				
400006	FUNDING DOCUMENT - 00756207 FOR LABOR CLIN 4000 (OTHER)				
400007	FUNDING DOCUMENT - 00787016 (OTHER)				
400008	MOD 07/DEOBLIGATION OF \$71501 FUNDING DOCUMENT - 00675283 IAW SECTION 2.2.6 OF SOW (RDT&E)				
400009	FUNDING DOCUMENT - 01030622 IAW SOW SECTION 2.2.6 (OTHER)				

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400010 FUNDING DOCUMENT  
- 01091263 IAW  
SOW SECTION 2.2.6  
(OPN)

400011 FUNDING DOCUMENT  
- 01091268 IAW  
SOW SECTION 2.2.6  
(O&MN,N)

400012 FUNDING DOCUMENT  
- 01617751 IAW  
SOW SECTION 2.2.6  
(OPN)

400013 FUNDING DOCUMENT  
- 01617756 IAW  
SOW SECTION 2.2.6  
(O&MN,N)

400014 FUNDING DOCUMENT  
- 01617760 IAW  
SOW SECTION 2.2.6  
(OTHER)

400015 FUNDING DOCUMENT  
- 01668337, LABOR  
CLIN 4000, PARA  
2.2.6 (OTHER)

400016 FUNDING DOCUMENT  
- 01455677, LABOR  
CLIN 4000, PARA  
2.1/2.2 (OTHER)

400017 FUNDING DOCUMENT  
- 01455681, LABOR  
CLIN 4000, PARA  
2.1/2.2 (OTHER)

400018 FUNDING DOCUMENT  
- 01790708, LABOR  
CLIN 4000, PARA  
2.2.6 (OTHER)

400019 FUNDING DOCUMENT  
- 01790724, LABOR  
CLIN 4000, PARA  
60.10 (OPN)

400020 FUNDING DOCUMENT  
- 02226997, IAW  
SOW Section 2.2.6  
(RDT&E)

400021 FUNDING DOCUMENT  
- 02318557 IAW  
SOW Section 2.2.6  
(RDT&E)

400022 FUNDING DOCUMENT  
- 02318560 IAW  
SOW Section 2.2.6

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(OTHER)

400023 FUNDING DOCUMENT  
- 02420762 IAW  
SOW Section 2.2.6  
(OTHER)

400024 FUNDING DOCUMENT  
- 02521802 IAW  
SOW Section 2.2.6  
(O&MN,N)

400025 FUNDING DOCUMENT  
- 02521801 IAW  
SOW Section 2.2  
(O&MN,N)

4100 OPTION YEAR - 1                            1.0    LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)

410001 Funding Document  
- 03207366 IAW  
Sections 2.1 and  
2.2 of the SOW  
(RDT&E)

410002 Funding Document  
- 03430283 IAW  
Paragraph 2.2  
(OTHER)

410003 Funding Document  
- 03420226 IAW  
Paragraph 2.2  
(OTHER)

410004 Funding Document  
- 10425045 IAW  
Paragraph 2.2  
(WPN)

410005 Funding Document  
- 10566287 IAW  
Paragraph 2.2  
(OTHER)

410006 Funding Document  
- 10566294 IAW  
Paragraph 2.2  
(OTHER)

410007 Funding Document  
- 10677439 IAW  
Paragraph 2.2.6  
(SCN)

410008 Funding Document  
- 10768432 IAW  
SOW Paragraph 2.2

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(2.2.6) (OTHER)

410009 Funding Document  
- 10870406 IAW  
SOW Paragraph  
2.2.6 (OPN)

410010 Funding Document  
- 10880521 IAW  
SOW Paragraph  
2.2.6 (RDT&E)

410011 Funding Document  
- 10941160 IAW  
SOW Paragraph 2.2  
(RDT&E)

410012 Funding Document  
- 11153103 IAW  
SOW Para 2.2.6  
(OTHER)

410013 Funding Document  
- 11153102 IAW  
SOW Para 2.2.6  
(RDT&E)

410014 Funding Document  
- 11294441 IAW  
SOW Para 2.2.6  
(SCN)

410015 Funding Document  
- 11244062 IAW  
SOW Para 2.1 &  
2.2 (RDT&E)

410016 Funding Document  
- 11294443 IAW  
SOW Para 2.2.6  
(OTHER)

410017 Funding Document  
- 11324922 IAW  
SOW Para 2.2.6  
(OTHER)

410018 Funding Document  
- 11476343 IAW  
SOW Para 2.2.6  
(OTHER)

410019 Funding Document  
- 11953165 IAW  
SOW PARA 2.2.6  
(OPN)

410020 Funding Document  
- 11953191 IAW  
SOW PARA 2.2  
(RDT&E)

410021 Funding Document  
- 12075001 IAW

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SOW PARA 2.2.6  
(SCN)

410022 Funding Document  
- 12287922 IAW  
SOW PARA 2.2.6  
(OTHER)

410023 Funding Document  
- 12287925 IAW  
SOW PARA 2.2.6  
(OTHER)

410024 Funding Document  
- 12237391 IAW  
SOW PARA 2.2.6  
(OTHER)

410025 Funding Document  
- 12358632 IAW  
SOW PARA 2.2.6  
(OTHER)

410026 Funding Document  
- 12358634 IAW  
SOW PARA 2.2.6  
(OTHER)

410027 Funding Document  
- 12410053 IAW  
SOW PARA 2.2.6  
(OTHER)

410028 Funding Document  
- 12430323 IAW  
SOW PARA 2.2.6  
(OTHER)

410029 Funding Document  
- 12287942 IAW  
SOW PARA 2.0  
(RDT&E)

410030 Funding Document  
- 12500815 IAW  
SOW PARA 2.2.6  
(OTHER)

4200 OPTION YEAR - 2 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)

420001 Funding Document  
- 12500833 IAW  
SOW Section 2.2.6  
(OPN)

420002 Funding Document  
- 12410043 IAW  
SOW Section 2.2.6

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(SCN)

420003 Funding Document  
- 12410051 IAW  
SOW Section 2.2.6  
(SCN)

420004 Funding Document  
- 12521094 IAW  
SOW Section 2.0  
(RDT&E)

420005 Funding Document  
- 1300240932 IAW  
SOW Section 2.0  
(RDT&E)

4300 OPTION YEAR - 3 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)  
Option

4400 OPTION YEAR - 4 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	BASE PERIOD 'System Test and Evaluation' of Battle Forces, Combat Systems and Weapon Systems. (TBD)	1.0	LO	
600001	FUNDING DOCUMENT - 00208606 FOR ODC CLIN 6000 (RDT&E)			
600002	FUNDING DOCUMENT - 00756174 FOR ODC CLIN 6000 (OTHER)			
600003	FUNDING DOCUMENT - 00756192 FOR ODC CLIN 6000 (OTHER)			

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600004 FUNDING DOCUMENT  
- 00756193 FOR  
ODC CLIN 6000  
(OTHER)

600005 FUNDING DOCUMENT  
- 00756209 FOR  
ODC CLIN 6000  
(OTHER)

600006 FUNDING DOCUMENT  
- 00756215 FOR  
ODC CLIN 6000  
(OTHER)

600007 FUNDING DOCUMENT  
- 00756217 FOR  
ODC CLIN 6000  
(OTHER)

600008 MOD  
07/DEOBLIGATION  
OF \$25145  
FUNDING DOCUMENT  
- 00675283 IAW  
SOW SECTION 2.2.6  
(RDT&E)

600009 FUNDING DOCUMENT  
- 01030610 IAW  
SOW SECTION 2.2.6  
(OTHER)

600010 FUNDING DOCUMENT  
- 01091267 IAW  
SOW SECTION 2.2.6  
(OPN)

600011 FUNDING DOCUMENT  
- 01091270 IAW  
SOW SECTION 2.2.6  
(O&MN,N)

600012 FUNDING DOCUMENT  
- 01455660 IAW  
SOW SECTION 2.1  
and 2.2 (RDT&E)

600013 FUNDING DOCUMENT  
- 01617755 IAW  
SOW SECTION 2.2.6  
(OPN)

600014 FUNDING DOCUMENT  
- 01617759 IAW  
SOW SECTION 2.2.6  
(O&MN,N)

600015 FUNDING DOCUMENT  
- 01617762 IAW  
SOW SECTION 2.2.6  
(OTHER)

600016 FUNDING DOCUMENT



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SOW Para 2.2  
(2.2.6) (OTHER)

- 610005 Funding Document
  - 10870407 IAW
  - SOW Para 2.2.6.
  - (OPN)
- 610006 Funding Document
  - 10880522 IAW
  - SOW Para 2.2.6.
  - (RDT&E)
- 610007 Funding Document
  - 11153101 IAW
  - SOW Para 2.2.6
  - (RDT&E)
- 610008 Funding Document
  - 11294442 IAW
  - SOW Para 2.2.6
  - (SCN)
- 610009 Funding Document
  - 11294444 IAW
  - SOW Para 2.2.6
  - (OTHER)
- 610010 Funding Document
  - 11324923 IAW
  - SOW Para 2.2.6
  - (OTHER)
- 610011 Funding Document
  - 11476344 IAW
  - SOW Para 2.2.6
  - (OTHER)
- 610012 Funding Document
  - 11647792 IAW
  - SOW Paras 2.1 and
  - 2.2 (RDT&E)
- 610013 Funding Document
  - 11791044 IAW
  - SOW PARA 2.2.6
  - (OPN)
- 610014 Funding Document
  - 12075008 IAW
  - SOW PARA 2.2.6
  - (SCN)
- 610015 Funding Document
  - 12287924 IAW
  - SOW PARA 2.2.6
  - (OTHER)
- 610016 Funding Document
  - 12287926 IAW
  - SOW PARA 2.2.6
  - (OTHER)
- 610017 Funding Document

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- 12358633 IAW  
SOW PARA 2.2.6  
(OTHER)

610018 Funding Document  
- 12358635 IAW  
SOW PARA 2.2.6  
(OTHER)

610019 Funding Document  
- 12135876 IAW  
SOW (OPN)

610020 Funding Document  
- 12410056 IAW  
SOW 2.2.6 (OTHER)

610021 Funding Document  
- 12410098 IAW  
SOW 2.0 (OTHER)

610022 Funding Document  
- 12287943 IAW  
SOW 2.0 (RDT&E)

610024 Funding Document  
- 12500827 IAW  
SOW PARA 2.2.6  
(OPN)

610025 Funding Document  
- 12571673 IAW  
SOW PARA 2.2.6  
(OTHER)

6200 OPTION YEAR - 2 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)

620001 Funding Document  
- 12410050 IAW  
SOW Section 2.2.6  
(SCN)

620002 Funding Document  
- 12410052 IAW  
SOW Section 2.2.6  
(SCN)

620003 Funding Document  
- 12712602 IAW  
SOW Section 2.2.6  
(SCN)

620004 Funding Document  
- 12712601 IAW  
SOW Section 2.2.6  
(OPN)

620005 Funding Document

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- 1300240932 IAW  
SOW Section 2.0  
(RDT&E)

6300 OPTION YEAR - 3 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)  
Option

6400 OPTION YEAR - 4 1.0 LO  
'System Test and  
Evaluation' of  
Battle Forces,  
Combat Systems  
and Weapon  
Systems. (TBD)  
Option

#### CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

CLIN 4000 and all SLINs referenced under CLIN 4000 of this task order are Cost Plus Fixed Fee (CPFF).

CLIN 6000 and all SLINs referenced under CLIN 6000 of this task order are Other than Direct Cost (ODC) (Fee is not authorized)

The base period of the task order will be Cost Plus Fixed Fee and (If Options are exercised) the Option periods will be Cost Plus Fixed Fee (CPFF).

Exercise of Option Year 4, CLINs 7000 and 9000 will be predicated upon exercise of Option 2 of the MAC Contract.

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

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

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

Other terms and conditions are in accordance with Section C of the Seaport-e Multiple Award Basic Contract.

**HQ B-2-0007** The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQ B-2-0010 NOTE B** - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

**HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)**

(a) For purposes of this delivery order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee for level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \_\_\_\_\_ of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)**

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

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

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around the worksite, and from the worksite to the Contractor's facility.

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

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

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

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

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

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

This entire contract is cost type.

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**SELF DEFENSE TEST SHIP (REMOTE CONTROL SYSTEM) FOR NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION NSWC PHD.**

### **1.0 BACKGROUND.**

The purpose of this Task Order is to provide contractor operational support services involving a wide range of engineering services for support of "System Test and Evaluation" of Battle Forces, Combat Systems and Weapon Systems. The effort includes support for US land based and shipboard equipment and systems designed to detect, track, identify, communicate, process, evaluate and control the engagement of targets. The majority of this support will be performed on the Self Defense Test Ship (SDTS) and at the Remote Control Facility (RCF) located within the Surface Warfare Engineering Facility (SWEF) Building 1384.

This requirement encompasses NSWC PHD Port Hueneme mission statement. Integrate, Test, Evaluate, and provide Logistics support for primarily the Anti Air Warfare Ship Self Defense Test and Evaluation Enterprise (AAW SSD T&E Enterprise) combat system elements.

Contracted services are for highly specialized engineering support and are not common to Combat System Engineering. Contractor shall perform Combat System Interface Design, Specialized Software Interface design and development, Familiarity with current SDTS and Remote control configurations.

### **2.0 SCOPE/PERFORMANCE REQUIREMENTS.**

The following Performance Work Statements define the requirements for contractor support to be provided to the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD). The overall effort of this Task Order involves a wide range of engineering services for support of "System Test and Evaluation" of Battle Forces, Combat Systems and Weapon Systems. The effort includes support for US land based and ship board equipment and systems designed to detect, track, identify, communicate, process, evaluate and control the engagement of targets. The majority of this support will be performed in support of the Self Defense Test Ship (SDTS) at the Remote Control

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Facility (RCF) located within the Surface Warfare Engineering Facility (SWEF) Building 1384.

The Combat/Weapon System Test and Evaluation Programs are part of the Anti Air Warfare Ship Self Defense Test and Evaluation Enterprise (AAW SSD T&E Enterprise) representing the following ship classes: LHA-6, LCS-1/2, LPD-17, DDG-1000 and CVN-78. Combat/Weapon Systems include but are not limited to the following: Rolling Airframe Missile (RAM), Re-Architected NATO SeaSparrow Missile System (RNSSMS), Evolved SeaSparrow Missile (ESSM), SeaRAM, Multi-Function Radar (MFR), Ship Self Defense System (SSDS), PHALANX Close-In Weapon System (CIWS), Vertical Launching System (VLS), Electronic Warfare System (EWS), Total Ship Computing Environment, and evolving combat/weapon systems.

## **2.1 T&E Software Support Services**

2.1.1. Provide LINUX computer programming services to design, program, implement and test the Test Ship Remote Control System (TSRCS) weapon system software for a weapon/sensor suite Remote Control Facility (RCF) client workstation and Shipboard Remote Control Interface Unit (RCIU). Develop and implement display Graphical User Interface (GUI) utilizing X-windows Motif and KDE to replicate SDTS shipboard system/equipment console and control panel functions at the host RCF client workstation. Analyze detailed interface functional requirements and develop operating system software that enables the total remote control of the SDTS on board combat system during unmanned T&E operations. Provide system software operations monitoring and support during T&E exercises and TSRCS end-to-end operational verification tests.

2.1.2. Provide LINUX computer programming services to design, program and test NEMESIS Differential Global Positioning System (NDGPS) base station and control display operating system and application software. Develop displays to present real time target and/or SDTS positioning information over designated mapping including inner and outer sea range boundaries and Operational Areas (OPAREAs).

2.1.3. Provide draft and final versions of a study, providing concept analysis and proposals addressing TSRCS operating system software including problems, solutions, enhancements, or new functional requirements (e.g., existing and Enterprise related weapon/combat systems sensors and ancillary supporting equipment). Develop and/or prepare Plan Of Actions & Milestones (POA&M) inputs addressing TSRCS system software design, development, beta/prototype, installation/test, final installation and checkout for new or enhanced/modified system software. Plan for five studies per year.

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## 2.2 T&E Hardware, Networking and Facility Support Services

2.2.1. Provide draft and final versions of a white paper, providing concept analysis and proposals addressing TSRCS system including problems, solutions, enhancements, or new functional requirements. Prepare POA&M inputs addressing TSRCS system design, development, beta/prototype, installation/test, final installation and checkout for new or enhanced/modified system hardware. Plan for five white papers.

2.2.2. Provide network-engineering services to design, support component purchase, configure, install, test and maintain the SDTS/RCF TSRCS ATM based network. Operate and maintain, including the development and incorporation of network capability expansions, the backbone network between the SDTS and the RCF. Network components include, but are not limited to, ATM network switches, government and private sector fiber optic circuits and bandwidth services, OC-3, DS-3 and T-1 circuit support equipments and modules including network wireless (RF) transmitters/receivers, antenna systems, and Ethernet LAN/WAN components providing connectivity between shipboard host weapon and sensor suite RCIU equipments and RCF workstations. Provide operations monitoring and support during T&E exercises and TSRCS end-to-end operational verification tests.

2.2.3. Provide network and electro/mechanical engineering services to design, specify component requirements, configure, install, check out and operate the SDTS/RCF TSRCS real-time video transmission and distribution system network components and functions. Evaluate existing shipboard and remote site systems (host systems) and design VME based remote control interfaces to facilitate remote control of the systems. Interfaces will include all cables, connectors, mounts, cabinet/enclosure fabrication and/or modifications and power requirements. Develop and incorporate network capability expansions/enhancement upgrades, shipboard below decks and topside video and film and video camera control and LAN interface equipment and related switches and network modules. Provide recommendations and support for the enhancement/upgrade of the RCF video distribution system including the video distribution and displays throughout the facility. Provide video transmission and distribution system operations set up, verification checks and monitoring support during SDTS T&E exercises and TSRCS operational verification tests.

2.2.4. Provide network and electro/mechanical engineering to design, identify required components, construct, test and maintain the operation of the SDTS/RCF TSRCS voice communications and test support ancillary functions. Evaluate existing shipboard and remote site systems (host systems) and design VME based remote control interfaces. Interfaces will include all cables, connectors, mounts, cabinet/enclosure fabrication and/or modifications and power requirements. Develop network and equipment capability enhancements/upgrades, provide PBX functions via Ethernet Phone hubs, Ci Wescom Channel Bank system, T-1 ATM backbone modules, Xtech voice channel multiplexer, and

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Plantronics wireless headset(s). Coordinate the voice radio interface with Naval Air Warfare Center – Point Mugu (NAWC-PM) in accordance with frequency allocations provided at the time of test exercises. Provide voice systems operations set up, verification checks prior to scheduled tests or exercises and provide monitoring support for voice communications functions during SDTS exercises. Plan for 20 test exercises per year.

2.2.5. Provide network and electro/mechanical engineering services to design, construct, install, test and maintain the SDTS/RCF TSRCS classified LAN/WAN components and functions for both land based and SDTS installations. Interfaces will include interconnection cables, cabinet/enclosure fabrication /mounts and/or modifications. Operate and maintain, including the development and incorporation of network capability expansions, high speed KG-75 Fastlane encryption devices, key materials and related switches and network modules. Provide classified LAN/WAN operations set up, verification checks and monitoring support during T&E exercises and TSRCS end-to-end operational verification tests.

2.2.6. Provide T&E facility and lab support for the land based test facilities directly related to present and future T&E events. Perform an analysis of the equipment facility requirements, material procurement support. Perform the installation, integration and checkout. Plan for ten systems per year.

2.2.7 Provide shipboard T&E facility engineering and management support services for the SDTS/RCF TSRCS transition, installation/integration and expansion. Participate in SDTS Combat Systems (CS) and Hull, Mechanical and Electrical (HM&E) related Integrated Product Team (IPTs) and working groups for TSRCS requirements determination, planning, drawing/work package review processes, system and equipment installation, integration and test scheduling, and outside services coordination. Participate in SDTS CS transition, installation and readiness schedule and status reviews, expansion and enhancement planning reviews and problem/trouble report resolution meetings. Provide equipment installation, checkout and maintenance support for CS and TSRCS related shipboard systems. Prepare, report/present status reports and problem resolution recommendations at IPTs and working group meetings.

## **2.3 T&E Test Event Support Services**

2.3.1. Provide data entry and retrieval for test data systems for SDTS test evolutions. Plan for 20 test evolutions per year.

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2.3.2. Provide Engineering support for the data collection workflow process including the data reduction, replication and distribution to the analysis community for data collected during test evolutions. Plan for 20 test evolutions per year.

2.3.3. Provide on-site test operations support, such as developing schedules of events and pre-exercise messages, provide test conduct support, and on-site communications and/or conference requirements.

2.3.4. Provide T&E facilities preparation (non construction work) and operations support including the hands-on operation of T&E consoles /workstations during T&E test evolutions; provide system monitoring, initial setup, and check out in host command facilities and participating target vehicles. Plan for 20 test evolutions per year. This task will require a response time of one hour.

2.3.5 Provide shipboard T&E engineering and management support services for the SDTS/RCF TSRCS test exercise operations. Participate in SDTS Combat Systems (CS) and supporting HM&E related test event planning and preparation working groups. Perform on board preparatory maintenance and TSRCS operational checks/tests. Participate in military and civilian outside services requirements determination and scheduling in preparation for test events. Participate in SDTS CS test schedules and status reviews, and problem/trouble report resolution meetings. Prepare CS, TSRCS and supporting/ancillary systems status reports and problem resolution recommendations at test event preparation meetings as required.

## **2.4. T&E Documentation Support Services**

2.4.1. Develop a Land Based Test Site (LBTS) test integration plan, range documentation, operations requirements, test procedures, data management plan and fleet services requests for an SDTS test evolution series.

2.4.2. Provide Engineering evaluation and review of system under test documentation prior to commencement of an SDTS test evolution series for a draft and final plan.

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## 2.5 T&E Management & Meeting Support Services

2.5.1. Prepare and present test evolution reports, including the presentation of data, results, recommendations and conclusions at test coordination meetings such as Mission Coordination Panels (MCP) and Test Readiness Reviews (TRRs). Plan for 20 test meetings per year.

2.5.2. Provide program management and engineering services in support of the SDTS Transition efforts. Perform planning and coordination support for assigned tasks supporting the transition of weapon system, sensor suite, communications and ancillary support systems from the current SDTS (PAUL F. FOSTER) to the new SDTS (Enterprise) configuration. Coordinate engineering services for the performance of requirements analysis, design, component purchase support, development and configuration, set-up installation/implementation, test/check, operation and maintenance in conjunction with assigned transition engineering team members to expand and enhance the TSRCS and ancillary support systems within the SDTS, RCF and network/transmission links that support T&E operations. Participate in SDTS/TSRCS performance reviews, expansion/enhancement planning reviews and trouble report resolution meetings and prepare, report/present status reports and problem resolution/expansion task analysis conclusions/recommendations.

2.5.3. Provide program management and engineering services for planning and coordination support for assigned tasks involving the deployment, operation, maintenance and expansion of the NDGPS. Coordinate engineering services and perform requirements analysis, design, component purchase support, development and configuration, set-up installation/ implementation, test/check, local and field operations and maintenance in conjunction with assigned development, operations and maintenance engineering team personnel. Participate in NDGPS performance reviews, expansion/enhancement planning reviews and operations scheduling meetings and prepare, report/present status reports and problem resolution/expansion task analysis conclusions/recommendations.

2.5.4. Provide project management and engineering services in support of SDTS/RCF T&E exercises and operations. Participate in test scenario development and requirements determination. Coordinate with civilian and military test ranges and facilities as required in support of SDTS operations. Coordinate and schedule range assets and services to meet remote at sea test requirements. Participate in pre-operations meetings such as MRR's or OTRR's prior to SDTS T&E exercises. Participate in SDTS planning reviews, post test performance reviews, and prepare reports detailing test problem resolution, recommended improvements to test conduct and conclusions when applicable.

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2.5.5. Provide project management and engineering services in support of SDTS/RCF T&E planning meetings. Participate in test requirement development and system test requirements determination. Coordinate with civilian and military test organizations as required in support of SDTS operations. Communicate with Program offices and Navy leads in determining testing configurations and systems architecture.

2.5.6. Provide trip reports for attendance at engineering and working group meetings per Technical Instructions. Plan on one person for one week up to five trips per year to each of the following locations: Washington, DC; Wallops Island, VA., Tucson, AZ; San Diego, CA. Plan for twenty (20) trips.

### **3.0 Special Considerations:**

3.1 Handling and use of classified information up to the SECRET level may be required. Personnel assigned must meet the security requirements of DD254, Contract Security Classification Specification, Attachment (1) and hold current SECRET clearances.

3.2 The successful offeror shall maintain a facility within a 30 minute drive of PHD NSWC, Port Hueneme, CA.

## **4.0 PERSONNEL REQUIREMENTS**

### **4.1 KEY PERSONNEL QUALIFICATIONS**

The offeror shall provide resumes for Key Personnel. By submitting an offer, the contractor certifies that all required key personnel identified in its proposal meet the desired personnel qualifications listed below. The offeror must submit information that all key personnel proposed by the offeror have a current Secret security clearance or a plan to obtain Secret clearance prior to performance of work. Interim Secret clearance is acceptable.

#### **Program Manager**

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science or Mathematics.

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B. Background/Experience. At least ten (10) years of practical experience in the Test and Evaluation (T&E) of Navy combat systems. A thorough technical understanding of Navy T&E processes, demonstrated technical participation in T&E of integrated Combat Systems and the component sensors and weapons. Evidence of leadership and influence in T&E planning meetings, program reviews, and technical working groups. Demonstrated ability to communicate effectively with Navy DOD Executive management. Demonstrate ability to provide leadership in multi-organizational technical projects. Weapons Systems experience from all or a portion of the following systems: RAM, Re-architected NATO SEASPARROW Surface Missile Systems (RNSSMS), ESSM, CIWS, Ship Self Defense System (SSDS) and AEGIS weapon systems. Requirement to have and maintain clearance level of SECRET.

### **Senior LBTS Engineer**

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science, Information Technology or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in major Test and Evaluation (T&E) projects. Previous experience in Weapon System integration, development/ implementation of remote controlled Weapon Systems and shipboard data extraction systems. Previous experience in the development of Test Integration Plans. Experience shall reflect knowledge and familiarity with weapons systems support, database development, and computer program applications to weapon system related projects. Demonstrated Surface ship Test conductor experience in the following: RAM, CIWS, Evolved SEAPARROW Surface Missile (ESSM), Re-architected NATO SEASPARROW Surface Missile System (RNSSMS) and AEGIS Combat/ Weapon systems. Requirement to have and maintain clearance level of SECRET.

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### **Senior Project Engineer**

A. Education: Senior Project Engineer shall have a Bachelor of Science degree from an accredited college or university in a science or engineering discipline such as Electrical, Mechanical, Physics or Mathematics.

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B. Background/Experience. Fifteen (15) or more years engineering experience with Navy missile, gun systems and associated equipment's, along with demonstrated Test and Evaluation experience in these fields is required. **A minimum of six (6) years of the 15 years above shall include** experience in program and project management with Navy Surface Ship Weapon or Combat Systems with demonstrated qualities of leadership and responsibility. Demonstrated qualities of leadership and influence in the establishment of Navy T&E policies and procedures as evidenced through personal participation in planning meetings, program reviews, and technical working groups is also required. Proven ability to communicate effectively with technical personnel and executive management and ability to provide leadership in multi-organizational technical projects relative to Navy ships defense systems T&E. Understanding of Navy and DOD self defense weapon systems acquisition and modernization process is necessary. Additionally, expertise with the development of test planning documentation, including test plans, tests requirements, test specifications and test procedures for Self Defense Combat Systems is required along with the ability to prepare and deliver technical and budgetary briefs to the department, directorate, NSWC PHD, and program office level. Requirement to obtain and maintain clearance level SECRET.

### **Senior Network Engineer**

A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in shipboard self defense weapons Test and Evaluation (T&E) projects. Experience in modem techniques of system control integration, development of Combat System remote control and development of data transmission encryption systems, ATM Network design, configuration and integration, land based/at-sea test operations and development of shipboard Combat Systems Remote Control Systems. Experience in the transmission of data via OC-3 fiber optic networks and RF E3 data radios. Experience in the transmission of video data via both JPEG encoding and NTSC telemetry transmission. Experience with at least three of the following: CIWS, RAM, Evolved SEAPARROW Surface Missile (ESSM) or Re-architected NATO SEASPARROW Surface Missile System (RNSSMS). Requirement to have and maintain clearance level of SECRET.

### **Senior Computer Engineer**

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A. Education. Bachelor of Science Degree from an accredited college in an applicable discipline such as Engineering, Computer Science, Information Technology or Mathematics. For equivalency purposes, three years of experience in the areas specified is considered equivalent to one year of formal education/training.

B. Background/Experience. At least ten (10) years of experience in system analysis, setup, programming and/or LAN administration. Perform engineering studies, data reduction and analysis in support of Navy T&E land-based and shipboard systems. Experience in UNIX/LINUX, Windows XP and Win2000 operating systems, software/hardware installation, integration and performance verification. This experience shall include expertise in one of more of the following disciplines: engineering analysis of complex systems including combat system software analysis and software design management, modern techniques of system integration, system sensor control, development expertise in modeling and computer based simulations, analysis and/or implementation of network interoperability. Knowledge of fiber optic ATM WAN systems and their design, operation and integration into Self Defense Combat Systems for Test and Evaluation purposes is required. Requirement to have and maintain clearance level of SECRET.

## **5.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)**

5.1 Scope and Authority. Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative. Nothing in this QASP limits the Government's rights to direct the contractor to correct any nonconformance with the requirements in the PWS.

5.2 This QASP is a Government developed and -applied document used to establish systematic quality assurance methods to be used in the administration of this performance based service order. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order.

5.3 The contractor's performance on this procurement will be evaluated by the Government as described below. The first evaluation will cover the base period of the procurement with successive evaluations being performed for each option period thereafter, if exercised, until the contractor completes performance under this procurement. For the base period and each subsequent period, i

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exercised, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the period but will not include cumulative information from prior period reports except as pertains to compliance with a "Get Well" Plan as discussed in Paragraph (7.4) below. For each period, the Contractor will complete a self assessment of the performance provided, to be delivered to the TOM and Contract Specialist no later than 30 days prior to the end of the period of performance. The self assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, remedies will be imposed as discussed in Paragraph (7.0) below.

#### 5.4 Acceptable Quality Level (AQL):

- a. Completion of all tasking including reports, and deliverables in accordance established standards and delivery schedule.
- b. Contractor's cost control efforts are consistently effective, measurable and do not exceed the period cost ceiling.
- c. Contractor is consistently responsive to Government customers in its performance of this task order.

Note: For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

5.5 The Government reserves the right to require, at its discretion, the contractor to correct all quality deficiencies identified in work that does not meet Acceptable Quality Level (AQL) standards or to re-perform any work identified as not meeting AQL when such failures to meet AQL are identified at any point in the period prior to the performance of the evaluation. Paragraph (6.2) describes this process.

5.6 Surveillance Responsibilities The TOM is responsible for monitoring identified performance indicators, verifying stated quality standards were achieved by the contractor, and documenting all

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results. The TOM may, at the discretion of the Government, utilize the services of technical team leaders, subject matter experts, and other Government personnel in carrying out this surveillance.

5.7 Performance Indicators The four general performance indicators (PIs) for this requirement are as follows:

5.7a Services are provided as specified in the PWS.

5.7b Deliverable products are provided as specified in the PWS.

5.7c Data deliverables are provided as specified in the PWS.

5.7d Costs are accurately tracked and reported as required by this procurement and managed to remain within contracted values.

5.8 Performance Requirements Summary Table. For the purposes of this table, “services” shall refer to those services specified in the PWS; “NLT” stands for “Not Less Than”; “NMT” stands for “Not More Than”; “IAW” stands for “In Accordance With”; and “tasking guidance” refers to applicable sections of the PWS which specify services, deliverables, costs, and other task requirements and guidance. Specified quality levels must be met unless otherwise properly justified by events or developments beyond the control of the contractor. Performance Requirements Summary Table below, are contained here for each Performance Indicator (PI). It is possible that not all elements in each PI can be rated, in which case ratings definitions shall be applied only to those PIs that are applicable.

PERFORMANCE INDICATOR	RATING	RATING DEFINITION
Services	Excellent	Contractor performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects that adversely affect safety and the protection

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		of classified material. Contractor uses the latest technology and/or innovative ideas and processes.
	Satisfactory	Contractor performance meets or exceeds AQL for all rated elements with little or no additional benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects that adversely affect safety, the protection of classified material, and technology export control.
	Unsatisfactory	Contractor performance is characterized by at least one of the following: (i) performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable attainment of services and minimize adverse mission impacts; (ii) performance results in the compromise of classified information or unauthorized transfer of technology export control items; (iii) performance results in serious personnel injury or substantial damage to Government equipment.
Deliverable Products	Excellent	(Same as for "Services")
	Satisfactory	(Same as for "Services")
	Unsatisfactory	(Same as for "Services")
Data Deliverables	Excellent	(Same as for "Services")
	Satisfactory	(Same as for "Services")
	Unsatisfactory	(Same as for "Services")
Costs	Excellent	Contractor cost performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control.
	Satisfactory	Contractor cost performance meets or exceeds AQL for all rated elements with little or no additional benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control.
	Unsatisfactory	Contractor performance is characterized by at least one of the following: (i) cost performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable expenditure rates and minimize adverse mission impacts; (ii) cost performance consumes the planned ceiling for the base period or option period more than three calendar weeks prior to the contracted end of the period; (iii) cost performance results in the reduction in or delay of contracted services to the detriment of the Government.

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## **6.0 PERFORMANCE NOTIFICATION, OVERALL RATINGS AND REMEDIES**

6.1 Notifications. Performance ratings reflecting failures to meet AQL will not be assigned unless the Government has notified the contractor of the quality problem, except for services, products, data deliverables and other contracted actions occurring at the end of a rating period (base period or option period, if exercised) thereby allowing no practical time for such notification before determination of a rating.

6.2 The Government will notify the contractor, verbally or in writing, whenever performance fails to meet the Acceptable Quality Level (AQL); if the failure to meet the AQL is of a severity to warrant a possible Unsatisfactory rating, the Government will notify the contractor of that possibility in writing. The contractor shall take appropriate steps to bring performance back to AQL standards, if time permits before the end of the rating period.

6.3 If the contractor disagrees with the Government notification that AQL was not met, the contractor shall respond in writing within 5 working days stating why the contractor believes AQL was met or what mitigating circumstance(s) the contractor believes warrant relief from the AQL standard. If the Government disagrees with the contractor's reply, the final determination of whether the AQL was met will be made by the contracting officer.

6.4 Overall Performance Ratings. At the conclusion of the base period and each option period, if exercised, the Government will evaluate the performance of the contractor with respect to the following performance indicators (PIs) detailed in the Performance Indicator Table above:

6.4a PI 1: Services

6.4b PI 2: Deliverable Products

6.4c PI 3: Data Deliverables

6.4d PI 4: Cost

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6.5 Only those PIs applicable to the requirement will be evaluated, which at a minimum will be PIs and 4. PIs 2 and 3 will be evaluated only as they apply to the content of the PWS.

7.0 Overall Rating Determination will be based on the individual PI ratings as defined in Performance Indicator Table above meeting the highest of the following rating criteria:

RATING	DEFINITION
Excellent	Performance is rated as Excellent for PIs 1 and 4 with PIs 2 and 3 (if evaluated) rated not less than “Very Good”.
Satisfactory	Performance rated as satisfactory or higher for all PIs.
Unsatisfactory	Performance is unsatisfactory for any rated PI.

7.1 Remedies (Prior to Overall Rating). Upon notification to the contractor that performance fail to meet AQL, the Government may at its discretion require the contractor, at no additional charge to the Government, to (a) correct the quality deficiencies identified, (b) re-perform the work at no additional cost to the Government, or (c) if mission requirements precludes both (a) and (b), to return the Government all fee associated with the work not meeting AQL.

7.2 Remedies (Upon Overall Rating). Upon assignment of overall ratings for the period of performance, the Government will, at its discretion, exercise such remedies as it may deem appropriate from those shown in paragraphs (7.3) and (7.4) below, in addition to such remedies as may have been imposed through paragraph (6.2) above, for work failing to meet AQL.

7.3 All quality deficiencies not corrected via paragraph (7.1) and (7.2) above will be noted in the Contractor Performance Assessment Reporting System (CPARS). All instances requiring fee return per paragraph (7.1) above will similarly be noted in CPARS.

7.4 If an option period is exercised at the expiration of the period being rated, the contractor shall within 15 calendar days of option exercise provide the Government with a written quality improvement “Get Well” plan outlining the actions the contractor will take during the option period to correct the quality defects noted by the Government for the previous period and prevent their reoccurrence in the option period and beyond, if additional option periods are possible under the terms of the procurement. Successful execution of the “Get Well” plan will be subject for CPARS reporting for that option period.

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## 8.0 Acronyms:

ATM – Asynchronous Transfer Mode

COTS – Commercial Off The Shelf

CS – Combat Systems

CSRCS – Combat Systems Remote Control System

DDX – Also DD(X); future Navy multi-mission ship class

DEW – Directed Energy Weapons

ESSM – Evolved Sea Sparrow Missile

GFE – Government Equipment

GFI – Government Furnished Information

GFM – Government Furnished Material

GUI – Graphical User Interface

HM&E – Hull, Mechanical & Electrical

JHU – Johns Hopkins University

KDE – “K” Desktop Environment

KG-75 – Fastlane™ ATM Encryptor

LAN – Local Area Network

LBTS – Land Based Test Site

MCP – Mission Coordination Panels

MDA – Missile Defense Agency

MFR – Multi Function Radar

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MRR – Mission Readiness Review

NATO – North Atlantic Treaty Organization

NAVSEA – Naval Sea Systems Command

NAWC – Naval Air Warfare Center

NDGPS – NEMESIS Differential Global Positioning System

OTRR – Operational Test Readiness Review

PIP – Participant Information Packages

POA&M – Plan Of Action & Milestones

RAM – Rolling Airframe Missile

RCIU – Remote Control Interface Unit

RCS – Remote Control Site

SDTS – Self Defense Test Ship

SEARAM – Sea RAM

SEASPARROW – Medium range, semi-active surface to air missile

SNI – San Nicolas Island Navy Outlying Field

SSDS – Ship Self Defense System

SWEF – Surface Warfare Engineering Facility

T&E – Test and Evaluation

T-1 – Digital Transmission link/bandwidth with a 1.544 Mbps capacity

TRRs – Test Readiness Reviews

VME - Versa Module Europa

WAN – Wide Area Network

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government

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procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G – Task Order Manager

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award IDIQ contract.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance for CLINS 4000, 4100, 4200, 4300 and 7000 shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract for Cost Plus Fixed Fee Orders and as supplemented by the Quality Assurance Smveillance Plan (QASP) in Section C.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	12/4/ <del>2009</del> /2010	(Base Year)
4100	12/4/ <del>2010</del> /2011	(Option Year One)
4200	12/4/ <del>2011</del> /2012	(Option Year Two)
4300	12/4/ <del>2012</del> /2013	(Option Year Three)
7000	12/4/ <del>2013</del> /2014	(Option Year Four)
6000	12/4/ <del>2009</del> /2010	(Base OIGs)
6100	12/4/ <del>2010</del> /2011	(Option Year OIGs)
6200	12/4/ <del>2011</del> /2012	(Option Year OIGs)
6300	12/4/ <del>2012</del> /2013	(Option Year OIGs)
9000	12/4/ <del>2013</del> /2014	(Option Year OIGs)

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Tim Jones  
4363 Missile Way  
Port Hueneme, CA 93043  
(805) 228-7004  
[timothy.m.jones@navy.mil](mailto:timothy.m.jones@navy.mil)

Contracting Officer  
Kittie S. Ellison  
4363 Missile Way  
Port Hueneme, CA 93043  
(805) 228-0601  
[Cathleen.ellison@navy.mil](mailto:Cathleen.ellison@navy.mil)

Contract Specialist  
Catherine S. Jones  
4363 Missile Way  
Port Hueneme, CA 93043  
(805) 228-5528  
[catherine.s.jones@navy.mil](mailto:catherine.s.jones@navy.mil)

Contract Administration Specialist  
Ofelia Reyes  
4363 Missile Way  
Port Hueneme, CA 93043  
[Ofelia.Reyes@navy.mil](mailto:Ofelia.Reyes@navy.mil)  
(805)228-0730

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

### **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 the SOW of this contract. The total level of effort for the performance of this contract shall be \_\_\_\_\_total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's

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proposal as having hours included in the proposed level of effort. The table below and information for the blanks in paragraphs (a) and (d) are to be completed by the offerors as part of their proposal.

<u>UNCOMPENSATED</u>	<u>TOTAL MANHOURS</u>	<u>COMPENSATED</u>
----------------------	-----------------------	--------------------

Base Period/CLIN 4000  
Option One/CLIN 4100  
Option Two/CLIN 4200  
Option Three/CLIN 4300  
Option Four/CLIN 7000  
Total hours

(b) Listed above are both compensated and uncompensated manhours associated with this order.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of manhours 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

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

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

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

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract

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performance as a result of the Contractor's election to implement an alternative worksite plan.

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

**PHD NSWC - POST AWARD MEETING**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

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

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 for 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:

ESTIMATED

ITEM(S)      ALLOTED TO COST      ALLOTED TO FEE      POP

(See Section G - Accounting Data)

**HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related

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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 documentation is available under Resources <http://wawftraining.com>.

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

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

Type of Document(s) (*contracting officer check all that apply*)

- 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)

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

Issue DODAAC N63394

Admin DODAAC S0512A

Pay Office DODAAC HQ0339

Inspector DODAAC N63394

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Service Acceptor DODAAC N63394

Service Approver DODAAC N63394

Ship To DODAAC N63394

DCAA Auditor DODAAC HAA619

LPO DODAAC N/A

Inspection Location N63394

Acceptance Location N63394

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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentaion in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (material and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation maybe encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer's Representative; or other method as agreed to by the Contracting Officer.

(f) 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 ad the acceptor/receiver 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:

[timothy.m.jones@navy.mil](mailto:timothy.m.jones@navy.mil)

[catherine.s.jones@navy.mil](mailto:catherine.s.jones@navy.mil)

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley (805) 228-0921 or [Karen.dawley@navy.mil](mailto:Karen.dawley@navy.mil)

Accounting Data  
 SLINID PR Number Amount  
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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as describe below.

### **MANDATORY TASK ORDER REQUIREMENTS**

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

Requirements 1: Personnel Security Clearance: All personnel shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET.

Requirement 2: Organizational Conflict of Interest (OCI): The offeror shall certify compliance with OCI clause outlined in Section C or provide an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest. Offerors should include any and all conflicts with other vendors related to this Solicitation. If it is believed that conflicts of interest are either real or perceived, a mitigation plan shall be developed and submitted as part of your proposal submission. If no conflict is apparent, the offeror should clearly state so in their offer.

### **NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

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contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

#### **FAR 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)**

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

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

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a non-manufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees

In accordance with the terms and conditions of the Multiple Award basic contract.

#### **52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)**

**(Seaport will automatically include this in full text)**

#### **5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### **REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD**

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and NSWC PHD branch-level organizational code supported.

#### **CERTIFICATION OF NON-DISCLOSURE STATEMENT**

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (2)) from all contractor personnel working on-site at NSWC PHD immediately upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

#### **PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT**

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice

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before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

### **5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical

instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the 'CHANGES' clause of this contract; (3) increase or decrease the task order price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for task order 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 task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the

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Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Note: Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work. It will be forwarded to the contractor via the Contracting Officer within 2 days of issuance.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)

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

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

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

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past performance information for use in making source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's

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ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at [www.ppirs.gov](http://www.ppirs.gov). Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) ([www.ccr.gov](http://www.ccr.gov)) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

**WAGE DETERMINATION** – The Department of Labor wage determination for California County of Ventura is provided as Attachment (5) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

**STATEMENT OF CORRELATION – DOL WAGE CATEGORIES**

The following represents the Government correlation of RFP labor categories to the Department of Labor (DoL) Wage Categories. This correlation is provided to assist offerors in preparing realistic price proposal and to assist offerors in complying with the Service Contract Act (SCA). Offerors who fail to propose in accordance with this clause may risk rejection or the cost proposal will be adjusted for cost realism. Offerors are reminded that compliance with the SCA and DoL Wage Determination is mandatory and any evidence of noncompliance will be forwarded to the DoL.

LABOR CATEGORY	DoL OCCUPATION TITLE	SCA CODE

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## **SECTION I CONTRACT CLAUSES**

Contract Clauses shall be in accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders and as describe below:

### CLAUSES BY REFERENCE:

FAR 52.248-1 VALUE ENGINEERING (FEB 2000)

FAR 52.222-41 SERVICE CONTRACT ACT (1965)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION  
(AUG 2003)

FAR 52.223.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG  
2003)

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

DFARS 252.215-7003 EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF  
SUBCONTRACT EFFORT (APR 2007)

DFARS 252.215-7004 – EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

### CLAUSES BY FULL TEXT:

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**FAR 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 end of the period of performance.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000)  
(NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of an other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDI contract is subject to the exercise of option 1 of the basic IDIQ contract.

	Option Period	Latest Option Exercise Date
4100/6100	OY1	11/30/2011
4200/6200	OY2	11/30/2012
4300/6300	OY3	11/30/2013
7000/9000	OY4	11/30/2014

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall

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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 work until the total manhours specified in paragraph (a) of the aforementioned requirement have been expended.

## **52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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(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 multi-shift operations or by employing additional personnel.

(End of clause)

#### **52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)**

(a) Definitions. As used in this clause—

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) 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 (d) or (e) of this clause.

(d) 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

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(2) Is fixed-price and exceeds—

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

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

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing subcontracts added during task order performance.

(f)(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 (c), (d), or (e) 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

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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.  
(REPLACED BY ALTERNATE 1 BELOW)

(g) 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.

(h) 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).

(i) 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.

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ERON MANAGEMENT AND TECHNICAL SERVICES, INC.

321 Foxglove Place, Oxnard, CA 93036-2345

NOVONICS CORPORATION

2451 Crystal Drive, Suite 1103, Arlington, VA 22202-4804

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Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment I - DD254 Contract Security Classification Specification

Attachment 5 Wage Determination Schedule