

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 02-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. Various	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA DETROIT 6501 East Eleven Mile, Bldg 231 Attn: DCMAG-MD Warren MI 48397-5000	CODE S2305A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Next Wave Systems, LLC 12261 E. Casey Hollow Rd. Pekin IN 47165	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4829-FC03
	10B. DATED (SEE ITEM 13) 03-May-2010
CAGE CODE 465R8	FACILITY CODE 602283462

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	02-Mar-2011

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## GENERAL INFORMATION

The purpose of this modification is to 1.) Adjust Labor and ODC ceilings, and 2.) Provide incremental funding. Accordingly, said Task Order is modified as follows:

### 1.) ADJUST LABOR AND ODC CEILINGS

CLIN 4500 was \$ is hereby reduced by \$ and is now \$  
CLIN 4100 was \$ is hereby increased by \$ and is now \$

CLIN 6200 was \$ is hereby decreased by \$ and is now \$  
CLIN 6100 was \$ is hereby increased by \$ and is now \$

### 2.) PROVIDE INCREMENTAL FUNDING

#### FUNDING INFORMATION

Information SLINs, as shown below, are added to provide the incremental funding for labor and ODCs.

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

Section B and G are updated to reflect the below SLINs and ACRN additions for purposes of providing the incremental funding.

Labor Information SLINs for CLIN 4100 –

SLIN	ACRN	REQN. No.	AMOUNT	TI #
410015	A8	10550512	\$	0007
410016	B3	10592287	\$	0004

ODC Information SLINs for CLIN 6100 –

SLIN	ACRN	REQN. No.	AMOUNT	TI #
6100011	B3	10592294	\$	0004

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

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

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

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----					
4100	Imagery and Mapping support. Basic year one (1) labor. (TBD)	1.0 Lot	\$	\$	\$
410001	Imagery and Mapping support. Basic year one (1) labor. (OPN)				
410002	Imagery and Mapping support. Basic year one (1) labor. (PMC)				
410003	Incremental funding in support of CLIN 4100 in the amount of \$ ., ACRN A2. (PMC)				
410004	Incremental funding in support of CLIN 4100 in the amount of \$ ., ACRN A4. (RDT&E)				
410005	Incremental funding in support of CLIN 4100 TI 03 in the amount of \$ ., ACRN A5. (RDT&E)				
410006	Incremental funding in support of CLIN 4100 TI02 in the amount of \$ . ACRN A6. (RDT&E)				
410007	Incremental funding in support of CLIN 4100 TI05 in the amount of \$ . ACRN A7. (PMC)				

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410008 Incremental  
funding in  
support of CLIN  
4100 TI0001 in  
the amount of  
\$ . ACRN A9.  
(OPN)

410009 Incremental  
funding in  
support of CLIN  
4100 TI0007 in  
the amount of  
\$ . ACRN  
A8. (OPN)

410010 Incremental  
funding in  
support of CLIN  
4100 TI0001 in  
the amount of  
\$ . ACRN B1.  
(OPN)

410011 Incremental  
funding in  
support of CLIN  
4100 TI0008 in  
the amount of  
\$ . ACRN B2.  
(PMC)

410012 Incremental  
funding in  
support of CLIN  
4100 TI0005 in  
the amount of  
\$ . ACRN  
A7. (PMC)

410013 Incremental  
funding in  
support of CLIN  
4100 TI0001 in  
the amount of  
\$ . ACRN  
B4. (OPN)

410014 Incremental  
funding in  
support of CLIN  
4100 TI0005 in  
the amount of  
\$ . ACRN  
A7. (PMC)

410015 Incremental  
funding in  
support of CLIN  
4100 TI0007 in  
the amount of  
\$ . ACRN  
A8. (OPN)

410016 Incremental

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funding in  
support of CLIN  
4100 TI0004 in  
the amount of  
\$ . ACRN B3.  
(RDT&E)

4200	Imagery and Mapping support. Basic year two (2) labor. (TBD)	1.0 Lot	\$	\$	\$
4300	Imagery and Mapping support. Award year one (1) labor. (TBD) Option	1.0 Lot	\$	\$	\$
4400	Imagery and Mapping support. Award year two (2) labor. (TBD) Option	1.0 Lot	\$	\$	\$
4500	Imagery and Mapping support. Award year three (3) labor. (TBD) Option	1.0 Lot	\$	\$	\$

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
-----			
6100	Imagery and Mapping support. Basic year one (1) ODC. (TBD)	1.0 Lot	\$
610001	Imagery and Mapping support. Basic year one (1) ODC. (OPN)		
610002	Imagery and Mapping support. Basic year one (1) ODC. (PMC)		
610003	Incremental funding in support of CLIN 6100 in the amount of \$., ACRN A2. (PMC)		
610004	Incremental funding in support of CLIN 6100 in the amount of \$, ACRN A4.		

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(RDT&E)

610005 Incremental  
funding in  
support of CLIN  
6100 in the  
amount of \$  
ACRN A6, (RDT&E)

610006 Incremental  
funding in  
support of CLIN  
6100 for TI 05 in  
the amount of  
\$ ACRN A2.  
(PMC)

610007 Incremental  
funding in  
support of CLIN  
6100 for TI 0007  
in the amount of  
\$ ACRN A8.  
(OPN)

610008 Incremental  
funding in  
support of CLIN  
6100 for TI 0004  
in the amount of  
\$ ACRN B3.  
(RDT&E)

610009 Incremental  
funding in  
support of CLIN  
6100 for TI 0001  
in the amount of  
\$ ACRN B4.  
(OPN)

610010 Incremental  
funding in  
support of CLIN  
6100 for TI 0004  
in the amount of  
\$ ACRN B5.  
(WCF)

610011 Incremental  
funding in  
support of CLIN  
6100 for TI 0004  
in the amount of  
\$ ACRN  
B3. (RDT&E)

6200 Imagery and Mapping support.  
Basic year two  
(2) ODC. (TBD) 1.0 Lot \$

6300 Imagery and Mapping support.  
Award year one 1.0 Lot \$

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(1) ODC. (TBD)  
Option

6400 Imagery and Mapping support. Award year two  
1.0 Lot \$  
(2) ODC. (TBD)  
Option

6500 Imagery and Mapping support. Award year three  
1.0 Lot \$  
(3) ODC. (TBD)  
Option

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### EXPEDITIONARY WARFARE SYSTEMS DIVISION

### PERFORMANCE WORK STATEMENT

### FOR

### TOPICAL IMAGERY AND MAPPING

#### 1.0 SCOPE-

This Performance Work Statement (PWS) sets forth the requirements for Topical Imagery and Mapping for the Joint Special Operations Response Department, Naval Surface Warfare Center (NSWC Crane). The scope of this contract includes, but is not limited to: -

- Performance of independent technical studies and analyses
- Conduct of site surveys and field data collection
- Evaluation of agency initiatives
- Facilitate and analyze strategic planning efforts related to workload execution;
- Customer education, training technologies and quality control
- Software and System Development
- System demonstrations
- Interoperability
- Validation and Verification
- Basic and applied research and support in the areas of information technologies
- Evaluation of commercial products, as to their capability to meet Government needs, along with facilitating efforts associated with the transition of these technologies from the laboratory, university, or commercial entity.

Tasking will also be in the areas of modeling and simulation and the performance of program management related to tasks assigned. The contractor will also perform structured engineering studies; develop engineering total cost of ownership analysis tools; and leverage technologies from other Government organizations and programs. Applied research tasking may include level of effort for non - personal services support.

#### 1.1 Introduction.

There is a need by Federal Agencies and Departments for a vast array of systems to support all aspects of military operations, air defense, UVS, and Missile Platforms, to include command and

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control. Other areas of support will include shipboard installations, national security, and logistics. This contract will provide a cohesive technology capability for the Department of Navy (DoN), Department of Energy (DOE), Department of Homeland Security (DHS) and other Government agencies to maintain high quality requirements analysis, modeling and simulation capabilities, as well as to perform system integration and modernization; systems engineering and programmatic support. The contractor will be required to have a working knowledge of functionality and process in numerous Federal Agencies.

## **1.2 Applicable SeaPort-E MAC SOW Paragraphs (Bolded):**

3.1 Research and Development Support

**3.2 Engineering, System Engineering, and Process Engineering**

**3.3 Modeling, Simulation, Stimulation, and Analysis Support**

3.4 Prototyping, Pre-Production, Model-Making, and Fabrication Support

**3.5 System Design Documentation and Technical Data Support**

**3.6 Software Engineering, Development, Programming, and Network Support**

3.7 Reliability, Maintainability, and Availability (RM&A) Support

3.8 Human Factors, Performance, and Usability Engineering Support

**3.9 System Safety Engineering Support**

**3.10 Configuration Management (CM) Support**

**3.11 Quality Assurance (QA) Support**

3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

**3.13 Inactivation and Disposal Support**

**3.14 Interoperability, Test and Evaluation, Trials Support**

**3.15 Measurement Facilities, Range, and Instrumentation Support**

**3.16 Logistics Support**

**3.17 Supply and Provisioning Support**

3.18 Training Support

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### **3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support**

### **3.20 Program Support**

3.21 Functional and Administrative Support

3.22 Public Affairs and Multimedia Support

## **2.0 APPLICABLE DOCUMENTS**

The following are additional documents that were not identified in the basic contract but are applicable to this PWS.

### **2.1 Specifications.**

Specifications will be furnished as needed with each Technical Instruction (TI).

### **2.2 Standards.**

Standards will be furnished as needed with each TI.

### **2.3 Other Specifications and Standards.**

Other documents will be furnished as needed with each TI.

## **3.0 TASK REQUIREMENTS**

### **3.1 Software**

The Contractor shall perform, as specified in each Technical Instruction (TI), support including but not limited to, design, development, validation and verification, and post development support for NSWC Crane Division, US Navy, US Marine Corps, US Air Force, US Army, US Special Operations Command, Homeland Security, and other government agencies. The contractor shall provide documented plans, analyses, designs, source and executable code as applicable to the specific TI. The contractor shall provide a Master Schedule (CDRL B002), Plan of Action and Milestones (CDRL F001), and Funds and Man-hour Expenditure Report (CDRL B001). All other CDRLs are TI specific and will be addressed as applicable.

### **3.2 Applied Research & Development**

The following research tasks are provided herein to serve as a basic framework for tasking, which will be specifically identified in each TI issued under this TO.

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### **3.2.1 Trade Studies, Analyses, Technical Evaluations and Assessments**

The contractor shall perform trade studies, engineering/technical analyses and other technical evaluations and assessments for the specified tasks. This may include the performance of in -depth technical analysis of an initiative's attainability, operational and doctrinal impacts, as well as an assessment of future acquisition related issues.

### **3.2.2 Data Collection**

The contractor shall conduct data gathering and perform site surveys required to support the conduct of technical studies and analyses, exercises and demonstrations, contingencies, quick reaction tasks and requirements.

### **3.2.3 Demonstration Support**

The contractor shall support the definition, planning, coordination, implementation, managing, data collection, training, maintenance, troubleshooting, and evaluation of initiatives related systems/equipment demonstrations. Locations for demonstrations will be defined in each TI. Anticipated locations include the NSWC Crane, IN, Washington, DC area and other Military facilities. Each TI will include the necessary CDRL's to identify the delivery of plans/procedures, briefings, data collection sheets, and other related documentation required to support a demonstration or generated as a result of a demonstration.

## **3.3 Technology Support**

### **3.3.1 Technology Transfer**

Technology transfer activities shall be integrated into the plans and objectives of each task and project. These activities shall include, but not be limited to, the following as appropriate, modern experimental and analytical methods and equipment for synthesis of materials, structures and property measurements, process simulation, and risk assessment to develop specific process and product designs and applications. Full-scale equipment evaluation and control system implementation may be conducted to verify the experimental and analytical results. These results, as well as the tools and methods developed and enhanced, will be transferred to the government.

### **3.3.2 Supportability/Technology Insertion**

The contractor shall have experience with GIS imagery and related tools, such as the Commercial Joint Mapping Tool Kit CJMTK (ARC GIS Tools). The contractor shall also have experience with industry standard video protocols. The contractor shall have experience in design, development and integration of system which display, store, compress and transfer video and imagery data.

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### **3.3.3 Technology Upgrade**

The Contractor shall assist in researching candidates for technology upgrades. The Contractor shall review processes and provide recommendations, with written rationale, on methods for the PMO to better take advantage of integrating new technology opportunities.

## **3.4 System Engineering & Development**

The following developmental tasks are provided herein to serve as a basic framework for tasking, which will be specifically identified in each TI issued under this TO. Each TI will identify the systems engineering and developmental tasks required.

### **3.4.1. Initial Development**

The contractor shall perform system development and engineering as specified in a TI.

### **3.4.2 Test and Evaluation**

The contractor shall conduct Test and Evaluation (T&E) and Validation and Verification (V&V) activities for specified Systems. Tasking includes planning, implementation, and development of T&E plans, V&V Plan, Test procedures and reports and providing equipment/material. Each TI will include the necessary CDRL's to identify the delivery of plans, procedures, briefings, data collection sheets, and other related documentation required to support or generated as a result of T&E activities.

### **3.4.3 Modifications**

With documented government approval, the contractor shall make modifications to overcome deficiencies or shortcomings identified during Test and Evaluation.

### **3.4.4 Installation**

With all necessary approvals the contractor shall implement a fully coordinated installation as specified in a TI. Any necessary communication, data and power system modifications shall be limited to equipment modifications. Infrastructure modifications are not authorized.

### **3.4.5 Documentation and Training Support.**

As identified in a TI, the contractor shall provide supporting documentation (technical/user manuals) and training. The possible means by which training will be delivered include, but are not limited to, seminars, workshops, videos, on-the-job training, workplace mentoring/apprenticeships, and Internet-based training as well as formal courses and curricula. The TI will include the necessary CDRL's to identify the delivery of system documentation and training materials.

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### **3.4.6 Technical Support**

As specified in each TI, the contractor shall provide hardware, software, and firmware technical support to the end user. Means of providing technical support may include telephonic, e -mail, web hosting, or on-site support.

## **3.5 Program Support**

### **3.5.1 Program Management**

As required in a TI, the contractor shall develop and execute a Program Management (PM) Plan (CDRLA002). The PM Plan shall include the following, at a minimum:

**3.5.1.1 Summary of the overall technical approach and tasks that will be performed throughout the project.**

**3.5.1.2. Risk Assessment and Mitigation Plan to actively identify, manage, and mitigate potential risks.**

**3.5.1.3 Plan of Action and Milestones (POAM) (CDRL F001) which shall include:**

Project Schedule, identification of all proposed tasks, key milestones, critical path items, task relationships, assigned resources, resource usage, Government Furnished Resource (GFR) requirements, sub-contract activities, deliverables, and anticipated travel.

### **3.5.2 Monthly Status Reports (MSR)**

The contractor shall submit monthly status reports identifying detailed work status and schedule status of on-going work, issues and recommendations (CDRL A001.) Separate status reports (or clearly separated sections within one report) shall be provided for each TI under which the contractor is performing work. The Monthly Status Reports shall include, but not be limited to: a summary of work performed and results obtained, current or projected problems and issues, an explanation of deviations from the last month's projections, and any recommendations related to the effort.

### **3.5.3 Monthly Financial Reports**

The contractor shall submit a monthly Funds and Man -hour Expenditure Report (CDRL B001) for the overall contract. The Monthly Financial Reports shall include sufficient data to support Earned Value Management analysis, to include summary of labor hours expended and expenses incurred, including a comparison of planned versus actual for labor hours and funding and an explanation of deviations. Unless otherwise specified in the TO, this requirements will apply to each individual TI.

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### **3.5.4 In-Progress Reviews**

In-progress Reviews (IPR's) shall be conducted as specified in a TI. Contractor will coordinate scheduling of IPR's with Program Managers and the NSWC Crane Project Manager. The contractor shall provide agenda, minutes/action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, A005). Location for conduct of IPR's shall be coordinated between contractor and government. Contractor will host these reviews at contractor's facility unless otherwise coordinated with the government.

### **3.5.5 Technical Reviews**

Technical reviews may be held as is necessary and will be identified in a TI for a specific system. Examples of potential reviews include, but are not limited to Systems Requirements Review, System Design Review, Preliminary Design Review, Critical Design Review, and/or Technical Interchange Meetings. For each review specified, the contractor shall provide agenda, minutes/action items, and presentation materials in accordance with corresponding CDRL's (A003, A004, A005). Contractor will host these reviews at contractor's facility unless otherwise coordinated with the government.

### **3.5.6 Program and Project Management Support**

As directed in a TI, the contractor shall provide program and project management support to include, but not be limited to: program/project definition, planning, budgeting, coordination, monitoring, and performance assessment/evaluation; development of program/project related documentation (e.g., decision papers, briefings, etc.); participation at reviews, meetings, and similar sessions; and technical review of proposals, reports, and other deliverables. The contractor will establish integrated project teams consisting of cognizant industry, government, and academic organizations and personnel to develop cost-effective solutions to manufacturing problems. The contractor will identify the task leading technology resources including industry, academia and government to develop and implement solution to prioritized NSWC Crane or other agency issues. The contractor will develop requirements-based performance specifications and benchmarks with respect to existing, readily available materials and processes in light of future manufacturing requirements. The contractor will apply requirement based performance specifications to identify, enhance, and evaluate new and advance technologies, which have the potential to meet the identified requirements.

### **3.5.7 Technical Report/Study Services**

As directed in a TI, the contractor shall perform study services and provide a Technical Report (CDRL F002) documenting results of analysis or studies performed.

## **4.0 GOVERNMENT FURNISHED ITEMS**

Government furnished items includes Government furnished material (GFM), Government furnished information (GFI), and Government furnished equipment (GFE). Government furnished items will be

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identified and furnished as needed with a TI. All GFE shall be returned in the same good condition as when received, except for reasonable wear and tear as determined by the government. The contractor assumes all risk of and responsibility for loss, destruction, or damage to the GFE it accepts. The contractor shall confirm receipt of GFE in monthly status reports. Any loss, destruction or damage shall be investigated and reported on the applicable status report. The contractor will be responsible for managing and usage of GFI. GFI will remain the property of the Government. The contractor shall ensure there is no unauthorized usage or distribution of GFI. The contractor will adhere to all government security and distribution requirements as identified in Department of Defense (DoD) 5200.1. All GFE and GFI shall be returned to the government at the termination of the TO.

## 5.0 DATA DELIVERABLES.

CDRL	PWS PARA	TITLE OF DATA ITEM	AUTHORITY
A001	3.5.3	Status Report	DI-MGMT-80368
A002	3.5.1	Program Management Plan	DI-MGMT-80004
A003	3.5.5, 3.5.6	Conference Agenda	DI-ADMN-81249A
A004	3.5.5, 3.5.6	Conference Minutes	DI-ADMN-81250A
A005	3.5.5, 3.5.6	Presentation Material	DI-ADMN-81373
A006	7.1	Report, Record of Meeting/Minutes	DI-ADMN-81505
B001	3.1, 3.5.4	Funds and Man-hour Expenditure Report	DI-FNCL-80331
B002	3.1, 3.5.2	Integrated Master Schedule (IMS)	DI-MGMT-81650
B003	3.5.2	Contract Work Breakdown Structure (WBS)	DI-MGMT-81334A
F001	3.1, 3.5.1.3	Plan of Action and Milestones (POAM)	See CDRL
F002	3.5.8	Technical Report (Study Services)	DI-MISC-80508A
F003		Task Order Funding Notification Letter	See CDRL

## 6.0 SPECIAL CONSIDERATIONS.

### 6.1 Security Classification

The contractor shall comply with security procedures and instructions as specified by the local Government Security Department and Section C of the SeaPort-e MAC. The nature of the work under this PWS is mostly unclassified. However, some tasks may require access to classified documents and secured lab areas. All contractors performing these tasks are required to obtain up to and including a SECRET security clearance. Access to classified information will be limited by security clearance level and need to know, and all classified material shall be handled in accordance with approved security practices and procedures. Contractor personnel in contact with classified documentation and/or equipment shall have the proper level of clearance on file with the local Government Security Office. A Department of Defense Form 254 (DD 254) shall be filed with the contract identifying the contractor's facility and safeguarding level of clearance requirements. Classified information may be received or generated by the contractor, in accordance with DODD-5220.22-M, National Industrial Security Program Operating Manual (NISPOM), to fulfill the requirements of this task order.

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NOTE: The level of security may be elevated to TS/SCI for future growth as anticipated. In such an instance, the contractor would be required to have in place an approved TS/SCI facility.

## **6.2 License, Certifications, and Training**

The contractor is required to receive training and hold a valid license for material handling equipment (hoists, cranes, forklifts, etc.), as well as certification for performing soldering, and any other specialized operations as required in support of the tasking set forth in this PWS. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at contractor's facilities, or vendor sponsored and conducted at vendor facilities.

## **6.3 Safety and Health**

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

## **6.4 Control of Contractor Personnel**

The contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract/task order performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2. Within 10 working days of TO award, the contractor shall provide a list of employees working under this TO, containing employee names, security clearance levels, and labor categories. This list shall be updated and submitted to the Government within forty-eight hours after changes occur.

## **6.5 Identification Badges**

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

## **6.6 Accident Reporting**

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The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the NSW Crane Security Department as prescribed by OPNAV 5102.1, Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual.

### **6.7 Smoking Regulations**

Smoking on NSW Crane premises shall be in approved areas only in accordance with NAVFAC P - 1021. Smoking in vehicles is prohibited.

### **6.8 Data Rights**

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

### **6.9 Information Non-Disclosure**

The contractor shall not disclose any information provided or developed under this contract outside the Government without prior approval from the contracting Officer.

### **6.10 Release of Information**

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

### **6.11 Privacy Act**

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

### **6.12 Damage Reporting**

The contractor shall maintain an accurate record of and shall report to the COR all damages to Government furnished equipments and facilities as prescribed by OPNAV 5102.1.

### **6.13 Non-Personal Services**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances will the Government assign tasks to, or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the KO/

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COR immediately. Support services under this contract shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

#### **6.14 Travel**

The contractor is required to travel in support of the tasking in this PWS. Trip duration will normally not exceed five (5) working days plus the required transit time. The contractor shall provide trip reports within fifteen (15) working days of return from travel. The contractor is authorized to use task order funds for travel in order to complete assigned tasking. The RTA and the project leads will identify travel destination, dates and purposes as schedules develop. Contractor personnel shall obtain travel authorization from COR prior to travel. The contractor is authorized to purchase non-refundable airline tickets for required travel.

#### **6.15 Incremental Funding**

This task order will be funded incrementally.

#### **6.16 Contracting Officer Representative (COR)**

NSWC Crane

Attn:

Joint Special Operations Response Department, Code JXLL

Bldg. 41N 300 Highway 361

Crane, IN 47522-5001

#### **6.17 Alternate Contracting Officer Representative (ACOR)**

NSWC Crane

Attn:

**Joint Special Operations Response Department**

**Bldg. 41N, 300 Highway 361**

**Crane, IN 47522-5001**

#### **6.18 Requiring Technical Activity (RTA)**

NSWC Crane

Maneuver and Engagement Division, Code JXS

Bldg. 41 N 300 Highway 361

Crane, IN 47522-5001

#### **6.19 Conformance with the Environmental Management System**

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

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

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

**7.0 Place of Performance.**

Primary Place of Performance is near NSWC, Crane, IN. Greater than 50% of the work will be performed near Crane. All work is to be performed at the contractor's facility within 50 miles of Crane NSWC. Specific Off-Site Performance locations and travel requirements will be identified in each TI. Potential Off-Site work locations include various Federal Agencies in and around the Washington, DC area. Travel may be required between these locations and to other locations. A Trip Report is required to be submitted after each trip (CDRL A006).

**8.0 Performance Standards**

Performance standards for tasking identified in section 3.0 are listed in the table below. The Performance Assessment Method will be used to evaluate all TO Mod/ TI tasking on this Task Order.

<b>PERFORMANCE</b>	<b>PERFORMANCE</b>	<b>ACCEPTABLE</b>	<b>METHODS OF</b>
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<b>OBJECTIVE</b>	<b>STANDARD</b>	<b>QUALITY LEVEL</b>	<b>SURVEILLANCE</b>
Provide data deliverables in a timely manner in accordance with section 5.0 of the PWS	Data deliverables received 100% on schedule	Data deliverables received at least 95% on schedule	Random Inspection
Provide data deliverables at a quality level in accordance with section 5.0 of the PWS	Data deliverables received with a first pass yield 100% of the time	Data deliverables received with a first pass yield at least 95% of the time	Random Inspection
Provide services within Rough Order of Magnitude (ROM) for each Technical Instruction	Services provided within ROM or revised ROM 100% of the time	Services provided within ROM or revised 100% of the time	Random Inspection
Provide satisfactory services in accordance with section 3.0 of the PWS	For all valid complaints, a plan of resolution is provided within 3 business days and complaints are resolved in a timely manner.	For all valid complaints, a plan of resolution is provided within 3 business days and the complaints are resolved in a timely manner	Written User/ Customer Complaints
Overall customer satisfaction based on technical performance, schedule adherence, staffing and overall management	100% of end users satisfied with contractor overall performance	95% of end users satisfied with contractor overall performance	End User Satisfaction Survey

## 9.0 List of Acronyms

CDRL	Contract Data Requirement List
COR	Contracting Officer's Representative
<i>DHS</i>	Department of Homeland Security
DoD	Department of Defense
DOE	Department of Energy
DON	Department of Navy
EVMS	Earned Value Management System
GFF	Government Furnished Facilities
GFI	Government Furnished Items, Government Furnished Information
GFE/M	Government Furnished Equipment/Material

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GFR	Government Furnished Resources
IDIQ	Indefinite Delivery Indefinite Quantity
IPR	In-Progress Review
IPT	Integrated Product Team
LCM	Life Cycle Management
MSR	Monthly Status Report
NSWC	Naval Surface Warfare Center
ODC	Other Direct Cost
PjM	Project Management
POAM	Plan of Action and Milestones
POP	Period of Performance
PMO	Program Management Office
IMS	Integrated Master Schedule
PWS	Performance Work Statement
STMPP	Strategic Technology management Planning Process
T&E	Test & Evaluation
TIM	Technical Interchange Meeting
TO	Task Order
TPOC	Technical Point of Contact
UVS	Unmanned Vehicle Systems
V&V	Verification & Validation
WBS	Work Breakdown Structure

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## SECTION D PACKAGING AND MARKING

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

### DATA PACKAGING LANGUAGE (5503)

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

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

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

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

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

\_\_\_\_\_  
(Name of Requiring Activity)

\_\_\_\_\_  
(City and State)

### PROHIBITED PACKING MATERIALS (5512)

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

### INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423 1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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

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## SECTION E INSPECTION AND ACCEPTANCE

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

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

### GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

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

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Functional testing, either prior to or after installation, or both, as required by contract to determine satisfactory operation;
- (e) Identification and protection from improper use or disposition; and
- (f) Verification of quantity.

Damaged Government Furnished Material: The contractor shall report to the Government representative any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use. Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

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

NOTE: Government representative means Contracting Officer

### CLAUSES INCORPORATED BY REFERENCE

- 52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001
- 52.246-5 Inspection of Services-Cost Reimbursement APR 1984
- 252.246-7000 Material Inspection and Receiving Report MAR 2003

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

4100	5/3/2010 - 5/2/2011
4200	5/3/2011 - 5/2/2012
6100	5/3/2010 - 5/2/2011
6200	5/3/2011 - 5/2/2012

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

4300	5/3/2012 - 5/2/2013
4400	5/3/2013 - 5/2/2014
4500	5/3/2014 - 5/2/2015
6300	5/3/2012 - 5/2/2013
6400	5/3/2013 - 5/2/2014
6500	5/3/2014 - 5/2/2015

Services to be performed hereunder will be performed at Contractor's facility near NSWC-Crane Crane, IN.

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## SECTION G CONTRACT ADMINISTRATION DATA

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

### SECURITY ADMINISTRATION

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

### CONTRACTING OFFICER REPRESENTATIVE (COR)

**JXLL**

**Blg. 41, 300 Hwy 361  
Crane, IN 47522**

### ALTERNATE CONTRACTING OFFICER REPRESENTATIVE (ACOR)

**CXLM**

**Blg. 41 NW, 300 Hwy 361  
Crane, IN 47522**

### INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this task order shall be submitted electronically through Wide Area

Work Flow – Receipt and Acceptance (WAWF): The vendor shall selfregister at the web site <https://wawf.eb.mil>.

Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293). Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC:	HQ0337
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	S2305A
DCAA DODAAC (if applicable):	HAA150
Service Approver:	N00164
Inspect by DODAAC:	N/A
Service Acceptor DODAAC:	N00164
LPO DODAAC:	N/A

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

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Or e-mail the invoice to the following address:

**CONTRACTING OFFICER REPRESENTATIVE (COR)**  
**JXLL**  
**Blg. 41, 300 Hwy 361**  
**Crane, IN 47522**

**ALTERNATE CONTRACTING OFFICER REPRESENTATIVE (ACOR)**  
**CXLM**  
**Blg. 41 NW, 300 Hwy 361**  
**Crane, IN 47522**

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

**CONTRACT ADMINISTRATION DATA LANGUAGE (5802)**

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

Address: \_\_\_\_\_

Street & number: \_\_\_\_\_

City & State: \_\_\_\_\_

County: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

- a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.
- b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.
- c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via email to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.
- d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

**PURCHASING OFFICE REPRESENTATIVE LANGUAGE**

**PURCHASING OFFICE REPRESENTATIVE:**

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**CXNM**  
**Blg. 64, 300 Hwy 361**  
**Crane, IN 47522**

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**EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

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

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

```
Accounting Data
SLINID  PR Number          Amount
-----
410001
LLA :
A1 1701810 87X7 253 SASLM 0 068342 2D 000000 X70040000000
Standard Number: N0002410WX30390 (AB)
Req No: 01063951

410002
LLA :
A2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U
Standard Number: M6785410RC96C94 AA
Req No: 01170244

610001
LLA :
A3 1791810 88JC 253 SASLM 0 068342 2D 000000 JC7X70000000
Standard Number: N0002409WX31186 (AA)
Req No: 01063965

610002
LLA :
A2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U
Standard Number: M6785410RC96C94 AA
Req No: 01170254

BASE Funding
Cumulative Funding

MOD 01 Funding
Cumulative Funding

MOD 02

410003
LLA :
A2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U
Standard Number: M6785410RC96C94 (AA)
Reqn #01670632
In Support of TI 02

410004
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LLA :  
A4 1701319 M7KC 252 67854 067443 2D C2273M 0RCR0DK3111X  
Standard Number: M6785410RCR0DK3 (AA)  
Req. No: 01682221  
In Support of TI 04

610003  
LLA :  
A2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U  
Standard Number: M6785410RC96C94 (AA)  
Reqn #01670944  
In Support of TI 02

610004  
LLA :  
A4 1701319 M7KC 252 67854 067443 2D C2273M 0RCR0DK3111X  
Standard Number: M6785410RCR0DK3 (AA)  
Req. No.: 01682272  
In Support of TI 04

MOD 02 Funding  
Cumulative Funding

MOD 03

410005 02001766  
LLA :  
A5 1701319 M7KE 250 67854 067443 2D C1901M 0RCR0DU1132G  
Standard Number: M6785410RCR0DU1 AA  
REQN 02001766  
IN SUPPORT OF TI 03  
Period of Performance ends 30 August 2010. Tasking is fully funded and non-severable

MOD 03 Funding  
Cumulative Funding

MOD 04

410006 02171241  
LLA :  
A6 1701319 M7KC 250 67854 067433 2D C2274L 0RCR0BQ012C3  
Standard Number: M6785410RCR0BQ0 (AA)  
Funding in support of TI-002. Note: 10 U.S.C. 2410a Authority does not apply.  
Funds expire 30 September 2010. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

610005 02172022  
LLA :  
A6 1701319 M7KC 250 67854 067433 2D C2274L 0RCR0BQ012C3  
Standard Number: M6785410RCR0BQ0 (AA)  
Funding in support of TI-002. Note: 10 U.S.C. 2410a Authority does not apply.  
Funds expire 30 September 2010. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

MOD 04 Funding  
Cumulative Funding

MOD 05 Funding  
Cumulative Funding

MOD 06

410007 03055243  
LLA :  
A7 1701109 6438 310 67854 067443 2D 6438BS 0RC06717126E  
Standard Number: M6785410RC06717 (AA)  
IN SUPPORT OF TI 05

610006 03055306  
LLA :  
A2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C94123U  
Standard Number: M6785410RC96C94 (AA)

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IN SUPPORT OF TI 05

MOD 06 Funding  
Cumulative Funding

MOD 07

410008 03348682  
LLA :  
A9 97X4930NH1J 000 77777 0 00164 2F 000000 J5500GJ5P003  
IN SUPPORT OF TI 0001

410009 03359206  
LLA :  
A8 1791810 82DJ 253 SA9D4 0 068342 2D 000000 GWOT20000000  
Standard Number: N0002411WX30113 (AA)  
IN SUPPORT OF TI 0007

410010 03401175  
LLA :  
B1 97X4930 NH1J 000 77777 0 00164 2F 000000 J5500GJ5P000  
IN SUPPORT OF TI 0001

410011 03443719  
LLA :  
B2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M  
Standard Number: M6785411RC04J90 (AA)  
IN SUPPORT OF TI 0008

610007 03359306  
LLA :  
A8 1791810 82DJ 253 SA9D4 0 068342 2D 000000 GWOT20000000  
Standard Number: N0002411WX30113 (AA)  
IN SUPPORT OF TI 0007 (ACRN increase)

MOD 07 Funding  
Cumulative Funding

MOD 08

410012 03497391  
LLA :  
A7 1701109 6438 310 67854 067443 2D 6438BS ORC06717126E  
Standard Number: M6785410RC06717 (AA)  
IN SUPPORT OF TI 0005 (ACRN increase)

610008 10053390  
LLA :  
B3 1711319 M7KC 251 67854 067443 2D C2273G 1RCR1AP311J6  
Standard Number: M6785411RCR1AP3 (AA)  
IN SUPPORT OF TI 0004

MOD 08 Funding  
Cumulative Funding

MOD 09

410013 10222996  
LLA :  
B4 1711810 77X7 252 MW480 0 050120 2D 000000 A00000658659  
Standard Number: N0002411RX01088 (AA)  
IN SUPPORT OF TI 0001

410014 10277027  
LLA :  
A7 1701109 6438 310 67854 067443 2D 6438BS ORC06717126E  
Standard Number: M6785410RC06717 (AA)  
IN SUPPORT OF TI 0005

610009 10222997  
LLA :  
B4 1711810 77X7 252 MW480 0 050120 2D 000000 A00000658659  
Standard Number: N0002411RX01088 (AA)  
IN SUPPORT OF TI 0001

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610010 10222998

LLA :

B5 17 1 1319 M7KC 253 67854 067443 2D C2273D 1WRR1AD2171S  
IN SUPPORT OF TI 0008

MOD 09 Funding  
Cumulative Funding

MOD 10

410015 10550512

LLA :

A8 1791810 82DJ 253 SA9D4 0 068342 2D 000000 GWOT20000000

Standard Number: N0002411WX30113 (AA)

IN SUPPORT OF TI 0007. Note: With regards to SLIN 410015 (ACRN A8), funds expire on 30 September 2011. The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

410016 10592287

LLA :

B3 1711319 M7KC 251 67854 067443 2D C2273G 1RCR1AP311J6

Standard Number: M6785411RCR1AP3 (AA)

IN SUPPORT OF TI 0004

610011 10592294

LLA :

B3 1711319 M7KC 251 67854 067443 2D C2273G 1RCR1AP311J6

Standard Number: M6785411RCR1AP3 (AA)

IN SUPPORT OF TI 0004

MOD 10 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Conformance with the Environmental Management System

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

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

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

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

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

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

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Government Furnished Property will be provided as necessary with each initiation of a Technical Instruction.

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

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Task Order Manager 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 inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
2. Guidelines to the contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical Instructions may not be used to:

1. Assign additional work under the task order
2. Direct a charge as defined in the "CHANGES" clause of this task order
3. Increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance
4. Change any of the terms, conditions or specifications of the task order.

(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 Procuring Contracting Officer (NSWC Crane) in writing within ten (10) working days after the receipt of any such instruction. The contractor shall not proceed with the work affected by the technical instruction unless and until the contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction is within the scope of the task order.

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

**H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

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

1. Comprehensive General Liability: \$ per person and \$ per accident for bodily injury.
2. Automobile Insurance: \$ per person and \$ per accident for bodily injury and \$ per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$

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

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

\* See Section G

**H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)**

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.23222) applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

\* To be completed at time of award and upon execution of each incremental funding modification.

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#### **H81S TRAVEL COSTS AND RESPONSIBILITIES**

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

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

#### **H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as an attachment in Section J.

#### **HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)**

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.
2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.
3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.
4. The contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.
5. Contractor personnel shall bear personal protective equipment in designated areas.
6. All contractor equipment shall be conspicuously marked for identification.
7. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### **HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)**

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

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

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

#### **HQ-C-2-0014 CONTRACTORS PROPOSAL (NAVSEA)(SEP 1990)**

(a) Performance of this task order by the contractor shall be conducted and performed in accordance with detailed obligations to which the contractor committed itself in proposal dated 8 December, 2009 in response to NSWC Crane solicitation N00024-09-R-3517.

(b) The technical volume(s) of the contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this task order. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The Specifications" in order of precedence.

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## SECTION I CONTRACT CLAUSES

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

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

52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)

52.222-41 Service Contract Act of 1965 (NOV 2007)

252.227-7013 Rights in technical data - Noncommercial items. (NOV 1995)

252.227-7016 Rights to Bid and Proposal Information (JUN 1995)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JUN 1995)

252.227-7030 Technical Data- Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (FEB 2010)

(DEVIATION)

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

### ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

#### RESTRICTING THE USE OF MANDATORY ARBITRATION

##### AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

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

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including

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assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

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

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

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

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

#### **PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$802,845 or the overtime premium is paid for work --

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

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

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

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

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

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

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **52.244-2 (d) Subcontracts (JUN 2007)**

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If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Any subcontract exceeding the Simplified Acquisition Threshold (\$), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime Contractor's accepted proposal.

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## SECTION J LIST OF ATTACHMENTS

List of Attachments:

Attachment 1- Contract Data Requirements List (CDRL): 1-12

Attachment 2- DD254

Attachment 3- Quality Assurance Strategy Plan (QASP)

Attachment 4- Wage Determination Rev 9

Attachment 5- Approved Subcontractors List