

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE 05-Feb-2018	4. REQUISITION/PURCHASE REQ. NO. 1300684878	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00167	7. ADMINISTERED BY (If other than Item 6) CODE	S3605A SCD: C	
NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 pamela.gregorczyk@navy.mil 757-462-4500		DCMA DAYTON AREA A, BUILDING 30, 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Seaward Services, Inc. 222 Pearl Street, 3rd Floor New Albany IN 47150-3468	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4554-EHP1
	10B. DATED (SEE ITEM 13) 14-Feb-2013
CAGE CODE 43964	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Bilateral in accordance with FAR 43.103(a)(3) Mutual Agreement of Parties

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Elizabeth Novoa, Contract Specialist	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carolyn O Johnson-Lawrence, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Elizabeth Novoa (Signature of person authorized to sign)	15C. DATE SIGNED 08-Feb-2018
16B. UNITED STATES OF AMERICA BY /s/Carolyn O Johnson-Lawrence (Signature of Contracting Officer)	16C. DATE SIGNED 08-Feb-2018

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 (a) realign CLIN labor ceilings, create new CLIN 7500 with a ceiling of \$3,110,441.00 and an end date of 30 June 2018, in accordance with paragraph (g) of SEA 5252.216-9122 "Level of Effort," and add funds in the amount of [REDACTED], (b) realign other direct cost CLINs, create new CLIN 9400 with a ceiling of \$2,656,469.39 and an end date of 30 June 2018, and add funds in the amount of [REDACTED] and (c) incorporate an updated DD-254, attached in Section J. Accordingly said Task Order is modified as follows:

a. SEA 5252.216-9122 "Level of Effort" paragraph (g) included in this task order states "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, 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 have been expended, at no increase in the fee of this contract."

The level of effort specified in paragraph (a) of this clause is 605,640. According to an analysis conducted by the COR dated 11 January 2018, the expended and planned level of effort provided under this task order is [REDACTED] with a remaining level of effort at [REDACTED]. In order for the contractor to provide the remaining level of effort, CLIN 7500 is hereby added to the task order with an estimated labor cost of [REDACTED] and a period of performance of 14 February 2018 through 30 June 2018. CLIN ceiling is realigned as follows:

CLIN/SLIN	From (\$)	By (\$)	To (\$)	Period of Performance
7400	[REDACTED]	[REDACTED]	[REDACTED]	1/1/2018 -2/13/2018
7500	[REDACTED]	[REDACTED]	[REDACTED]	2/14/2018 - 6/30/2018

CLIN 7500's labor ceiling of \$3,710,441.00 is allocated as follows:

CLIN	ESTIMATED COST	FIXED FEE	TOTAL
7400	\$3,110,441.00	\$ 0.00	\$3,110,441.00

b. In order to support the level of effort specified in (a) where the period of performance is 14 February 2018 through 30 June 2018, the Other Direct Cost ceilings and periods of performance on CLINs in Section B and G are hereby updated as follows to decrease CLIN 9300 by \$2,656,469.39 and add CLIN 9400, with a period of performance ending 30 June 2018, in the amount of \$2,656,469.39:

CLIN/SLIN	From (\$)	By (\$)	To (\$)	Period of Performance
9300	2,824,719.39	(2,656,469.39)	168,250.00	1/1/2018 - 2/13/2018
9400	0.00	2,656,469.39	2,656,469.39	2/14/2018 - 6/30/2018

c. Funds in the amount of \$930,923.00 are provided on SLIN 750001 and SLIN 940001 and Sections B and G are revised to incorporate the funding as shown below. As a result of this additional funding increment, the total amount of funds obligated to the task order is hereby increased from \$34,086,002.72 by \$930,923.00 to \$35,016,925.72. The remaining unfunded balance is \$5,535,024.08.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
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750001	Fund Type - OTHER	0.00	████████	████████
940001	Fund Type - OTHER	0.00	████████	████████

Section G, Accounting Data is revised to incorporate the accounting data for this modification as follows:

MOD 27

750001 130068487800003 ██████████
 LLA :
 AR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004302984

TI-0006 Funding.

940001 130068487800003 ██████████
 LLA :
 AR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00004302984
 TI-0006 Funding.

MOD 27 Funding 930923.00
 Cumulative Funding 35016925.72

- d. The total value of the order is hereby increased from \$40,551,949.80 by \$0.00 to \$40,551,949.80.
- e. The end of the task order Period of Performance is updated to 30 June 2018.
- f. A conformed copy of this Task Order is attached to this modification for informational purposes only.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Engineering and Technical Services in Support of NSW Det Norfolk Waterfront Operations (Fund Type - TBD)					
400001	R425	Incremental funding for CLIN 4000 in the amount of \$550,000.00 (Fund Type - TBD)					
400002	R425	Incremental funding for CLIN 400001 in the amount of \$650,000.00 (Fund Type - TBD)					
400003	R425	Incremental funding for CLIN 4000 in the amount of \$600,000.00 under TI-0001b. (Fund Type - TBD)					
400004	R425	Incremental funding for CLIN 4000 in the amount of \$2,464,000.00 under TI-01c (Fund Type - TBD)					
400005	R425	Incremental funding for CLIN 4000 in the amount of \$600,000.00. (Fund Type - TBD)					
400006	R425	Incremental funding for CLIN 4000 in the amount of \$1,400,000.00 under TI-0001e. (Fund Type - OTHER)					
4100	R425	Engineering and Technical Services in Support of NSW Det. Norfolk Waterfront Operations (Option Year 1) (Fund Type - TBD)	1.0	LO			
410001	R425	Funding for CLIN 4100 in the amount of \$14,500.00 TI#02 (RDT&E)					
410002	R425	Funding for CLIN 4100 in the amount of \$1,800,000.00 TI#01f (WCF)					
410003	R425	Funding for CLIN 4100 in the amount of \$3,000,000.00 TI#0001g (Fund Type - OTHER)					
410004	R425	Incremental Funding for \$14,500.00 added; TI-002a (RDT&E)					
410005	R425	Incremental Funding for CLIN 4100 in the amount of					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		\$1,000,000.00 TI#0001h (RDT&E)					
410006	R425	Incremental Funding for CLIN 4100 in the amount of \$1,000,000.00 TI#0001i (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
6000	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) Estimated ODCs: \$4,433,000.00 (Fund Type - TBD)	1.0	LO			
600001	R425	Incremental Funding for CLIN 6000 in the amount of \$400,000.00 (Fund Type - TBD)					
600002	R425	Incremental Funding for CLIN 6000 in the amount of \$300,000.00 (Fund Type - TBD)					
600003	R425	Incremental Funding for CLIN 6000 in the amount of \$400,000.00 under TI-0001b (Fund Type - TBD)					
600004	R425	Incremental Funding for CLIN 6000 in the amount of \$1,628,000.00 (Fund Type - TBD)					
600005	R425	Incremental Funding for CLIN 6000 in the amount of \$400,000.00 (Fund Type - TBD)					
600006	R425	Incremental Funding for CLIN 6000 in the amount of \$600,000.00 under TI-0001e. (Fund Type - TBD)					
6100	R425	Other Direct Costs inclusive of G&A (Materials, travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) Option Year 1 Estimated ODCs: \$4,565,990.00 (Fund Type - TBD)	1.0	LO			
610001	R425	Incremental funding for CLIN 6100 in the amount of \$8,500.00 TI#02 (RDT&E)					
610002	R425	Incremental funding for CLIN 6100 in the amount of \$1,200,000.00 (WCF)					
610003	R425	Incremental funding for CLIN 6100 in the amount of \$2,000,000.00 under TI-0001g (Fund Type - OTHER)					
610004	R425	Incremental Funding in the amount of \$8,500.00 added; TI-002a (RDT&E)					
610005	R425	Incremental Funding in the amount of \$700,000.00 added; TI-001i (RDT&E)					

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (Option Year 2)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(Fund Type - TBD)					
700001	R425	Funding in the amount of \$1,000,000.00 TI1J (RDT&E)					
7100	R425	Engineering and Technical Services in Support of NSWC Det Norfolk Waterfront Operations (Fund Type - TBD)	█	█	█	█	█
7101	R425	Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (PoP extension period 02/15/16-12/31/16) (Fund Type - TBD)	█	█	█	█	█
710101	R425	Code 83 - Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (PoP extension period 02/15/16-12/31/16) TI-0003 (Fund Type - OTHER)					
710102	R425	Code 83 - Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations TI-0003A. TI-0003B deobligates \$699,036.69 in funding. (Fund Type - OTHER)					
7200	R425	Engineering and Technical Services in support of NSWC Det Norfolk Waterfront Operations (PoP extension period 01/01/2017-12/31/2017). TI-0004. (WCF)	█	█	█	█	█
7300	R425	Engineering and Technical Services (Non-Fee Bearing) in support of NSWC Det Norfolk Waterfront Operations (PoP extension period 01/01/2017-12/31/2017). TI-0004. (WCF)	█	█	█	█	█
730001	R425	Code 83-Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (PoP Extension 01/01/2017-12/31/2017) TI-0004 Incremental Funding. (WCF)					
730002	R425	Incremental funding in the amount of \$300,000.00 for TI-0004A. (Fund Type - OTHER)					
7400	R425	Engineering and Technical Services (Non-Fee Bearing) in support of NSWC Det Norfolk Waterfront Operations (PoP extension period 01/01/2018-2/13/2018). TI-0005. (WCF)	█	█	█	█	█

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740001	R425	Code 83-Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (PoP Extension 01/01/2018-2/13/2018) TI-0005 Funding. (WCF)					
7500	R425	Engineering and Technical Services (Non-Fee Bearing) in support of NSWC Det Norfolk Waterfront Operations (PoP extension period 2/14/2018-6/30/2018). TI-0006. (Fund Type - OTHER)	█	█	█	█	█
750001	R425	Code 83-Engineering and Technical Services in Support of NSWC Det. Norfolk Waterfront Operations (PoP Extension 02/14/2018-6/30/2018) TI-0006 Funding. (Fund Type - OTHER)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) Option Year 2 Estimated ODCs \$4,702,969.70 (Fund Type - TBD)	1.0	LO	\$1,000,000.00
900001	R425	Funding in the amount of \$1,000,000.00 for support costs. TI1J (RDT&E)			
9100	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) supporting CLIN 7100. (Fund Type - TBD)	1.0	LO	\$0.00
9101	R425	Code 83 - Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) supporting CLIN 7100. (PoP extension 2/15/16-12/31/16) (Fund Type - TBD)	1.0	LO	█
910101	R425	Funding in the amount of \$1,560,000 for TI 0003 (PoP extension 2/15/16-12/31/16). TI-003B deobligates \$107,645.49 in funding. (Fund Type - OTHER)			
910102	R425	Funding in the amount of \$123,891.90 for TI 0003A. TI-003B deobligates \$123,891.90 in funding. (Fund Type - OTHER)			
9200	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) supporting CLINs 720000 and 730000 (PoP extension period 01/01/2017-12/31/2017). (WCF)	█	█	█
920001	R425	Funding in the amount of \$679,885.80 for TI-0004 (PoP extension period 01/01/2017-12/31/2017). (WCF)			
920002	R425	Incremental funding in the amount of \$100,000.00 for TI-0004A. (Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9300	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) supporting CLIN 740000 (PoP extension period 01/01/2018-2/13/2018). (WCF)	█	█	█
930001	R425	TI-0005 Funding. (WCF)			
9400	R425	Other Direct Costs inclusive of G&A (Materials, Travel, Miscellaneous) including applicable indirect costs (Non-Fee Bearing) supporting CLIN 750000 (PoP extension period 2/14/2018-6/30/2018). (Fund Type - OTHER)	█	█	█
940001	R425	TI-0006 Funding. (Fund Type - OTHER)			

This is a competitive procurement. If the solicitation should result in a single offer, the Government reserves the right to re-solicit this procurement in order to enhance competition.

SUPPORT COSTS

SUPPORT COSTS INCLUDING MATERIAL AND TRAVEL AND OTHER DIRECT SUPPORT COSTS, IF ANY WILL BE REIMBURSED ON THE BASIS OF ACTUAL REASONABLE AND ALLOWABLE COSTS INCURRED PLUS G&A AND/OR MATERIAL HANDLING. **THESE COSTS ARE NOT SUBJECT TO FEE.**

LEVEL OF EFFORT:

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 201,880 manhours per year of direct labor. The estimated composition of the 201,880 man-hours of direct labor can be found in the chart below.

LABOR CATEGORY	Base Year	Option 1	Option 2	Total
<i>Government Site</i>				
Accounting Clerk II	2000	2000	2000	6000
Accounting Clerk II OT	250	250	250	750
Administrative Assistant	2000	2000	2000	6000
Administrative Assistant OT	250	250	250	750
General Clerk III	2000	2000	2000	6000
General Clerk III OT	250	250	250	750
Receptionist	2000	2000	2000	6000
Receptionist OT	250	250	250	750
Maintenance Scheduler	8000	8000	8000	24000
Maintenance Scheduler OT	1000	1000	1000	3000
Supply Tech	2000	2000	2000	6000
Supply Tech OT	250	250	250	750
Janitor	4000	4000	4000	12000
Janitor OT	500	500	500	1500
EMT	4000	4000	4000	12000
EMT OT	500	500	500	1500

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Tool Attendant	2000	2000	2000	6000
Tool Attendant OT	250	250	250	750
Warehouse Specialist	2000	2000	2000	6000
Warehouse Specialist OT	250	250	250	750
Electrician	6000	6000	6000	18000
Electrician OT	1500	1500	1500	4500
Electronics Tech II	10000	10000	10000	30000
Electronics Tech II OT	2500	2500	2500	7500
Electronics Tech III	6000	6000	6000	18000
Electronics Tech III OT	1500	1500	1500	4500
Laborer	12000	12000	12000	36000
Laborer OT	3000	3000	3000	9000
Mechanic	12000	12000	12000	36000
Mechanic OT	3000	3000	3000	9000
Machinist	2000	2000	2000	6000
Machinist OT	500	500	500	1500
Welder	2000	2000	2000	6000
Welder OT	500	500	500	1500
Eng Tech IV (Elec)*	4000	4000	4000	12000
Eng Tech IV (Elex) OT	1000	1000	1000	3000
Eng Tech IV (Mech)*	6000	6000	6000	18000
Eng Tech IV (Mech) OT	1500	1500	1500	4500
Eng Tech V (Elec)*	2000	2000	2000	6000
Eng Tech V (Elex) OT	500	500	500	1500
Eng Tech V (Mech)*	2000	2000	2000	6000
Eng Tech V (Mech) OT	500	500	500	1500
Truckdriver	2000	2000	2000	6000
Truckdriver OT	500	500	500	1500
Diver	960	960	960	2880
Diver OT	240	240	240	720
Able Seaman†	10000	10000	10000	30,000
Ordinary Seaman†	10000	10000	10000	30000
Engineman†	10000	10000	10000	30000
Boat Captain A*	12000	12000	12000	36000
Boat Captain A OT	3000	3000	3000	9000
Boat Captain B†	8000	8000	8000	24000
Environmental Safe Health Tech.*	2000	2000	2000	6000
ESH OT	250	250	250	750
Marine Surveyor*	960	960	960	2880
Site Manager*	2000	2000	2000	6000
Site Manager OT	500	500	500	1500
<i>Contractor's Site (Yard)</i>				
Electrician	500	500	500	1500
Crane Operator	120	120	120	360

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Laborer	2000	2000	2000	6000
Mechanic	2000	2000	2000	6000
Machinist	3000	3000	3000	9000
Painter	2500	2500	2500	7500
Rigger	240	240	240	720
Sand Blaster	240	240	240	720
Shipfitter	2000	2000	2000	6000
Welder	6000	6000	6000	18000
Woodcraft/FRP Worker	6000	6000	6000	18000
Truck Driver	40	40	40	120
Boat Captain	80	80	80	240
Marine Surveyor*	1000	1000	1000	3000
Total Direct Labor Hours	201,880	201,880	201,880	605,640

***Denotes Key Personnel**

It is noted that your proposal submission shall include a completed "Direct Labor Rate Substantiation" Table with attached supporting documentation as applicable. A sample table has been included as an attachment to the RFP.

Offerors are to propose on the labor categories and hour estimates provided as the Level of Effort. Offerors who propose other than what is specified may be considered nonresponsive.

PAYMENT OF FEE

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

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

Note: If fee is included in the pass through rate for subcontractor labor costs, the prime contractor is requested to identify what percentage of the pass through costs is considered fee in their cost proposal. The maximum labor pass through rate (which includes all adders and any prime contractor fee applied to subcontractor labor costs) shall not exceed 8%.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTION AND SPECIFICATIONS

Title: Naval Surface Warfare center Carderock Division – Combatant Craft Division (NSWCCD-CCD) Detachment Norfolk

1) Background

The NSWCCD-CCD Detachment Norfolk provides full spectrum support for combatant craft, boats, patrol coastal ships, life rafts, other watercraft and associated hull, mechanical, electrical and electronic systems. This includes full life cycle engineering, research and development, concept feasibility, design, test and evaluation and integrated logistic support. NSWCCD-CCD Detachment Norfolk's clients include the U.S. Navy, Special Operations Command, U.S. Army, U.S. Marine Corps, U.S. Coast Guard, and other Government and non-Government agencies. NSWC Det Norfolk conducts waterfront operations at Norfolk, Virginia. The purpose of this task is to provide support for these operations.

2) Scope of Work

- a) Receipt inspections of boats, machinery, propellers, and other repair parts, special tools, and equipment delivered from stock, new construction, shipyards or repair facilities.
- b) Preparation of boats; machinery, propellers, and other repair parts; special tools; and equipment for delivery to fleet activities. This will include depreservation, outfitting, minor repairs, routine maintenance, testing and trials.
- c) Delivery of boats; machinery, propellers, and other repair parts; special tools; and equipment to fleet activities, shipyards and repair activities, or storage facilities.
- d) Packing, unpacking, and preparation of boats; machinery, propellers, and other repair parts, special tools, and equipment for shipping, return to stock, or transfer to Defense Reutilization and Marking Office (DRMO). This will include cleaning and preservation, lay-up for long-term storage, minor repairs, routine maintenance, and demilitarization when required for DRMO turn in.
- e) Assist with the installation of instrumentation and test equipment on craft undergoing testing. Instrumentation may include flow meters, torque meters, accelerometers, strain gages, gyros, heading sensors, GPS receivers, and data acquisition systems and associated equipment.
- f) Provide components, assemble, and install prototype systems and craft alterations on craft.
- g) Operate and maintain diesel engines, gasoline engines, outboard engines, generators, and auxiliary equipment, including pumps, lights, piping, wiring, steering gear, and miscellaneous support equipment required for the performance of NSWCCD-CCD Det Norfolk's missions.
- h) Perform repairs to composite materials including fiberglass, Kevlar, and carbon fiber reinforced plastics.
- i) Perform repairs to inflatable fabric items.
- j) Deploy and recover sensors and cables for underwater range facilities.
- k) Operate boats undergoing test and evaluation and safety, range support, and chase boats as

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necessary to support the work described herein.

- l) Support salvage and rescue operations to include providing divers/emergency swimmers and emergency medical technicians.
- m) Provide marine surveyor services to document the condition of craft, identify required repairs, and develop statements of work for and oversee overhauls, major repairs, and other yard work.
- n) Develop test plans and schedules, execute the test plans, analyze and report the results to include providing conclusions and recommendations.
- o) Provide rental boats as necessary to accomplish the work described herein.
- p) Conduct training of fleet personnel, to include fleet introduction, crew familiarization, craft operations, and craft maintenance.
- q) The contractor shall maintain boats and associated equipment assigned to NSWCCD-CCD Det Norfolk, or temporarily in the custody of NSWCCD-CCD Det Norfolk for Test & Evaluation, issue or turn-in. This shall include the full range of maintenance; from routine daily upkeep, planned maintenance and minor repairs, to major repairs, overhauls and modernization. This will include any work necessary to maintain the boats in a fully operational, safe, and seaworthy condition. The contractor shall perform inspections and surveys as necessary to assess the material condition of the boats and associated equipment, diagnose and make suggestions for needed work, and perform the work as authorized. In general, boats and their associate equipment shall be maintained and repaired to the same standards and specifications to which they were built and in accordance with Original Equipment Manufacturer (OEM) recommendations.

Some of this work will be performed on site at NSWCCD-CCD Det Norfolk facilities. However, some will require the services of a boat yard, shop facilities, or OEM authorized service. OEM authorized service personnel shall have the training, qualifications, and experience recommended by the OEM for the required work. Certification(s) that meet OEM requirements shall be provided prior to commencing work. It is anticipated that OEM authorized service personnel will be required from the following marine equipment manufacturers: MTU, Detroit Diesel, Cummings Caterpillar, Yanmar, Mercury, Rolls Royce Kamewa, Hamilton Jet, Twin Disc, ZF, and Furuno.

It is anticipated that each boat assigned to NSWCCD-CCD Det Norfolk will undergo one (1) major overhaul during the period of performance of this contract. The numbers and types of boats assigned to NSWCCD-CCD Det Norfolk changes from time to time and include, twenty (20) to forty (40) boats of the following types:

- i) 13 ft. Workboats
- ii) Various inflatable boats
- iii) 22 ft. Utility Boats
- iv) 24 ft. Rigid Inflatable Boats
- v) 24 ft. Workboats
- vi) 10m Rigid Inflatable Boats
- vii) 11m Rigid Inflatable Boats

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- viii) 36 ft Landing Craft
- ix) 24 ft. to 40 ft. Unmanned Sea Surface Vehicles
- x) 38 ft. Riverine Patrol Boats
- xi) 41 ft. Utility Boats
- xii) 49 ft Riverine Command Boats
- xiii) 71 ft Special Operation Craft
- xiv) 80 ft. Special Projects Craft
- xv) 82 ft Special Operation Craft
- xvi) 85 ft Patrol Boats
- xvii) Other boats, up to 200 feet in length and 400 long tons, as may be required for various projects.
- r) Perform routine maintenance, minor repairs, and upkeep of rolling stock and associated equipment as required for NSWC Detachment Norfolk mission. Work will include engine and drive train repairs, body repairs; preventive maintenance required state, DOT and navy inspections, etc. The contractor shall diagnose and make suggestions for needed repairs on the vehicles and associated equipment and perform authorized repairs. The numbers and types of rolling stock assigned to NSWC Det Norfolk changes from time to time and includes, forty (40) to fifty (50) items of the following types:
 - i) Seven (7) pickup trucks
 - ii) F-750 4WD flat bed truck
 - iii) 2 ½ ton stake body truck
 - iv) Semi-trailer truck
 - v) Three 4K forklifts
 - vi) Two 6K forklifts
 - vii) 15K forklift
 - viii) Tow tractor
 - ix) 25 boat trailers
 - x) Four utility trailers
 - xi) Telemetry system trailer
 - xii) Other rolling stock as may be required for various projects.
- s) Perform general waterfront operations such as, launching and retrieving boats, handling lines, tying up and untying boats, fueling, keeping the craft and test sites clean and orderly, controlling access to craft and facilities, and other functions as may be required for safe and efficient operations.

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t) Ensure compliance with all applicable Federal, State and Navy Environmental, Safety, and Health (ESH) directives and regulations. This shall include:

i) Daily monitoring of all work operations, personnel, facilities, and equipment for ESH compliance.

ii) Develop and maintain Standard Operation Procedures, Safety Plans, Personnel Qualification Programs, Weight Handling Equipment Program, Material Handling Equipment Program, and Energy Control (Lock-Out/Tag-Out) Program, Training Programs and other ESH policies and procedures.

iii) Hazardous material and hazardous waste management.

iv) Prepare and maintain Environmental Safety & Health documentation and records.

v) Maintenance, inventory control, and issuing of Personal Protective Equipment (PPE).

vi) Train personnel on Environmental Safety & Health topics.

u) Maintenance and inventory control of special tools, repair parts, consumables, HAZMAT, and other material and equipment required for this work.

v) Perform preventive and corrective maintenance on Navy facilities, infrastructure and assets as required for NSWC Detachment Norfolk mission. This work shall include preparation for, and recovery from hurricanes and other severe weather, maintenance of buildings, wharves, docks, and other real property, maintenance of storage containers, maintenance of range equipment (buoys, moorings, rigging, cables, cable reels and associated equipment), preparing excess equipment for transfer to DRMO.

w) Contractor personnel will be required to operate government vehicles, material handling equipment, and vessels listed above. Contractor personnel that operate these vehicles shall meet all applicable federal, state, and local motor vehicle, material handling equipment, and vessel operator licensing requirements and have appropriate insurance. Note that some of these vehicles require a Class A Commercial Drivers License. Contractor personnel who operate forklifts shall comply with the training requirements of NAVSUP PUB 538. Contractor personnel who operate cranes shall comply with the training requirements of NAVFAC P-307 and be certified to operate the specific equipment. Contractor personnel who operate vessels shall have appropriate training and be certified to operate the specific vessel. The contractor shall provide certification that the above requirements have been met.

x) Contractor personnel in the following labor categories will be required to serve onboard small craft operated at high speeds in rough water and must be physically able and conditioned to endure the rigors of these operations:

3) Personnel Qualifications

The contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder and where requested provide resumes and similar work experience to document employee competencies. The contractor shall maintain the personnel, organization and administrative control necessary to ensure that the work delivered meets the task order specification requirements. In the event an individual proposed for performance under the resultant task order is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual which states the individual's intent to accept employment with that offeror within thirty (30) days of contract award if the task order is awarded to the offeror.

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The work history of each employee must contain experience directly related to the task and functions he/she intends to perform under this task order. The Government reserves the right, during the term of this task order, to request work histories on any contractor employee for purposes of verifying compliance with this requirement.

If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

a) Government Site Personnel

It is anticipated that the following types of personnel will be required for routine operations support, principally on site at NSWC facilities at Norfolk, and occasionally at remote test sites in the US and overseas, and on deployed vessels:

Key Personnel for Government Site

Engineering Technicians, Mechanical, Level V
Engineering Technicians, Mechanical, Level IV
Engineering Technicians, Electronic, Level V
Engineering Technicians, Electronic, Level IV
Boat Captain A
Environmental, Safety & Health Technician
Marine Surveyor
Site Manager

Non-Key Personnel for Government Site

Accounting Clerk
Administrative Assistant
General Clerk
Receptionist
Maintenance Scheduler
Supply Technician
Janitor
Emergency Medical Technician (EMT)
Tool & Parts Attendant
Warehouse Specialist
Electrician
Electronic Technician
Laborer
Mechanic
Machinist, Maintenance
Welder
Truck Driver
Diver
Able Seaman
Ordinary Seaman
Engine Utilityman
Boat Captain B

i) **Key Personnel** – The following represents the Government's target education and technical

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experience for the Key Personnel labor categories required to support the Statement of Work tasking. The desired specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified. Please note that all labor categories, both Key and Non-Key Personnel that require minimum qualifications, must be met in order to perform the proposed tasks under the resultant task order.

(1) Engineering Technicians, Mechanical, Level V (1 resume)

(a) Target Education: High School Diploma

(b) Target Experience: Five (5) years experience directly relating to the scope of work described above, particularly the testing, operation, maintenance and repair of mechanical systems on small craft. The proposed person shall demonstrate the ability to provide technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals. They shall also have demonstrated the ability to oversee a team of personnel charged with complex tasks.

(2) Engineering Technicians, Mechanical, Level IV (3 resumes)

(a) Target Education: High School Diploma

(b) Target Experience: Three (3) years experience directly relating to the scope of work described above, particularly the testing, operation, maintenance and repair of mechanical systems on small craft. The proposed person shall demonstrate the ability to provide technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals.

(3) Engineering Technicians, Electronic, Level V (1 resume)

(a) Target Education: High School Diploma

(b) Target Experience: Five (5) years experience directly relating to the scope of work described above, particularly the testing, operation, maintenance and repair of electronic and electrical systems on small craft. The proposed person shall demonstrate the ability to provide technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals. They shall also have demonstrated the ability to oversee a team of personnel charged with complex tasks.

(4) Engineering Technicians, Electronic, Level IV (2 resume)

(a) Target Education: High School Diploma

(b) Target Experience: Three (3) years experience directly relating to the scope of work described above, particularly the testing, operation, maintenance and repair of electronic and electrical systems on small craft.

The proposed person shall demonstrate the ability to provide technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals.

(5) Boat Captain A (6 résumés)

(c) Target Education: High School Diploma

(d) Minimum Qualifications: This person shall have a United State Merchant Mariner Credential with endorsement for Master of twenty five (25) tons or greater and should be qualified as a U.S. Navy Special Warfare Combatant-craft Crewmen (SWCC) Boat Captain or U.S. Coast Guard Heavy Weather

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Coxswain or Surfman. Holding a Class A Commercial Drivers License is desirable.

(e) Target Experience: Five (5) years experience with US Navy or USCG working with military small boats and watercraft and possess expertise in military small craft operations and procedures, specifically including high speed rough water operations. They shall be experienced with supporting military, commercial, or emergency diving operations or in operating boats during emergency salvage and rescue operations and have a complete understanding of the related emergency procedures. They shall be proficient at planning and executing maritime operations.

(5) Environmental, Safety & Health Technician (1 resume)

(a) Target Education: High School Diploma

(b) Target Experience: Three (3) years experience with applying Federal, State and Navy ESH (Environmental Safety & Health) directives and regulations, conducting ESH compliance inspections of similar facilities, identifying problems and implementing corrective actions, hazardous material and hazardous waste management, preparation of ESH documentation and records, and conducting training on relevant ESH topics.

(6) Marine Surveyor (1 resume)

(a) Target Education: High School Diploma

(b) Minimum Qualifications: Accreditation by the Society of Accredited Marine Surveyors or the National Association of Marine Surveyors and Open Water Diver certification.

(c) Target Experience: Ten (10) years experience with documenting the condition of craft; identifying required repairs; developing statements of work for and overseeing overhauls, major repairs, and other yard work; and underwater marine surveys and underwater photography for marine survey services.

(7) Site Manager (1 resume)

(a) Target Education: High School Diploma

(b) Target Experience: Ten (10) years experience managing waterfront operations comparable in scope to those described in this SOW, familiarity with military policies, procedures, practices, and custom; and a working knowledge of U.S. Navy organizations, including their functions and responsibilities.

Non-Key Personnel - The following labor categories are designated non-key personnel for this task order. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. These personnel must meet the qualifications specified in this section to be acceptable and the offeror must certify that all proposed personnel meet the prescribed requirements. Please note that all labor categories, both key and non-key personnel that require minimum qualifications must be met in order to perform the proposed tasks under the resultant task order.

(8) Accounting Clerk

(a) Education: High School Diploma or GED

(b) Experience: One year involving general accounting procedures and proficiency with Microsoft Office.

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(9) Administrative Assistant

(a) Education: High School Diploma

(b) Experience: Three years including general secretarial duties, office management to include budgeting and human resources functions, providing administrative support to managers, and proficiency with Microsoft Office.

(10) General Clerk

(a) Education: High School Diploma or GED

(b) Experience: One (1) year of similar or directly related work experience and basic knowledge of Microsoft Office.

(11) Receptionist

(a) Education: High School Diploma or GED

(b) Experience: One (1) year of similar or directly related work experience and basic knowledge of Microsoft Office.

(12) Maintenance Scheduler

(a) Education: High School Diploma or GED

(b) Experience: One (1) year experience involving scheduling maintenance and keeping maintenance records on vessels, vehicles or machinery, and a basic understanding of Microsoft Office.

(13) Supply Technician

(a) Education: High School Diploma or GED

(b) Experience: Three (3) years experience involving inventory management, storage management, cataloging, and property control; shipping and receiving: a working knowledge of U.S. Navy supply procedures, experience with inventory management software, operation of forklifts, pallet jacks, and other common material handling equipment, and proficiency with Microsoft Office.

(14) Janitor

(a) Education: High School Diploma or GED

(b) Experience: Basic knowledge of cleaning in an industrial environment.

(15) Emergency Medical Technician (EMT)

(a) Education: High School Diploma

(b) Minimum Qualifications: The EMTs shall be certified to provide Emergency Medical Technician Basic (EMT-B) in Virginia as a minimum, and in other states as necessary to support operations at remote sites.

(c) Experience: One (1) year experience providing emergency medical treatment to injured persons at the site of the emergency; performing such activities as applying splints, using cervical collars and backboards, maintaining an adequate airway, treating minor wounds or abrasions, or performing cardiopulmonary resuscitation (CPR) is maintaining first-aid equipment and supplies.

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(16) Tool & Parts Attendant

(a) Education: High School Diploma or GED

(b) Experience: One (1) year experience with receiving, storing, and issuing hand tools, machine tools, replacement parts, equipment and shop supplies, including HAZMAT, in an industrial establishment, keeping records of tools and materials issued to and returned by workers; maintaining inventory of tools and supplies, requisitioning stock as needed; operation of forklifts, pallet jacks, and other common material handling equipment, and a basic understanding of Microsoft Office.

(17) Warehouse Specialist

(a) Education: High School Diploma or GED

(b) Experience: One (1) year experience with general warehousing operations to include receiving materials, preparing material for storage or shipment, inventory control, operation of forklifts, pallet jacks, and other common material handling equipment, and a basic understanding of Microsoft Office.

(18) Electrician

(a) Education: High School Diploma

(b) Experience: Two (2) years experience with installation and maintenance of marine and small craft electrical systems of the types typical of those found on U.S. government vessels listed above in this SOW. Target qualifications for the Electricians shall be the same experience level as U.S. Navy or U.S. Coast Guard 2nd Class Electrician's Mate (EM), or hold a U.S. Merchant Mariners Document for Electrician, or American Boat and Yacht Council (ABYC) Electrical Certification.

(19) Electronic Technician II

(a) Education: High School Diploma

(b) Experience: Two (2) years experience with installation and maintenance of marine and small craft electronic, navigation, communication, and control systems of the types typical of those found on U.S. government vessels listed above in this SOW. Target qualifications for the Electronic Technicians shall be the same experience level as U.S. Navy or U.S. Coast Guard 2nd Class Electronics Technician (ET).

(20) Electronic Technician III

(a) Education: High School Diploma

(b) Experience: Five (5) years experience with installation and maintenance of marine and small craft electronic, navigation, communication, and control systems of the types typical of those found on U.S. government vessels listed above in this SOW, remote control and robotics. Target qualifications for the Electronic Technicians shall be the same experience level as U.S. Navy or U.S. Coast Guard 1st Class Electronics Technician (ET).

(21) Laborer

(a) Education: High School Diploma or GED

(b) Experience: One (1) year of similar or directly related work experience.

(22) Mechanic

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- (a) Education: High School Diploma or GED
- (b) Experience: Two (2) years experience with installation, operation, maintenance and repair of marine and small craft diesel engines and auxiliary systems typical of those found on U.S. government vessels and rolling stock listed in this SOW Target qualifications for the Mechanics shall be the same experience level as U.S. Navy 2nd Class Engineman (EN) or U.S. Coast Guard 2nd Class Machinery Technician (MK) or hold a U.S. Merchant Mariners Credential for the Engine Department or ABYC Diesel Engine & Support System Certification or Refrigeration and A/C Certification. Mechanics will be required to operate forklifts and other material handling equipment.

No less than two of the Mechanics shall hold a Class A Commercial Drivers License.

(23) Machinist, Maintenance

- (a) Education: High School Diploma
- (b) Experience: Two (2) years experience with general machine shop practice; interpreting drawings and specifications, planning and laying out of work, using a variety of machinist's hand tools and precision measuring instruments, setting up and operating standard machine tools, making standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining, familiarity with the properties of metals commonly used in marine applications, including stainless steels, aluminum, and copper alloys.

(24) Welder, Combination, Maintenance

- (a) Education: High School Diploma
- (b) Experience: Two (2) years experience with general welding practice; reading and understanding engineering drawings and welding symbols, joining a wide variety of materials common in marine applications, including stainless steels, aluminum, and copper alloys, knowledge of the materials to select the correct filler materials and shielding gas.

(25) Truck Driver

- (a) Education: High School Diploma or GED
- (b) Minimum Qualifications: The Truck Driver, Tractor Trailer shall hold a Class A Commercial Drivers License with Class H and N endorsements.
- (c) Experience: Two (2) years experience operating tractor-trailer combinations to include oversize loads, making minor mechanical repairs to trucks and trailers, inspecting trucks and trailers to ensure they are roadworthy, and keeping trucks and trailers in good working order.

(26) Diver

- (a) Education: High School Diploma or GED
- (b) Minimum Qualifications: Divers shall hold a minimum certification level of Advanced Open Water.
- (c) Experience: Two (2) years experience with emergency salvage and rescue operations, ship husbandry, and underwater photography.

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(27) Able Seaman

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: United States Merchant Mariner Credential with endorsement for an Able Seaman.

(c) Experience: Entry level as required for an Able Seaman.

(28) Ordinary Seaman

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: United States Merchant Mariner Credential with endorsement for an Ordinary Seaman.

(c) Experience: Entry level as required for an Ordinary Seaman.

(29) Engine Utilityman

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: United States Merchant Mariner Credential with endorsement for a Qualified Member of the Engine Department (QMED)

(c) Experience: Entry level as required for a QMED.

(30) Boat Captain B

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: The Boat Captain B shall have a United States Merchant Mariner Credential with endorsement for Operator of Uninspected Passenger Vessels (OUPV) or higher. Holding a Class A Commercial Drivers License is desirable but not required.

(c) Experience: Entry level as required for a Merchant Mariner Credential.

b) Contractor Site Personnel

It is anticipated that the following types of personnel will be required for work which cannot be accomplished on site at NSWC Det Norfolk facilities and will require the services of a boat yard, shop facilities, or OEM authorized service.

Key Personnel for Contractor Site

Marine Surveyor

Non-Key Personnel for Contractor Site

Electrician

Crane Operator

Laborer

Mechanic

Machinist

Painter

Rigger

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Sand Blaster
Shipfitter
Welder
Woodcraft/Fiber Reinforced Plastic (FRP) Worker
Truck driver
Boat Captain

(i) Key Personnel – The following represents the Government's target education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasks.

The desired specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and may have been gained concurrently unless otherwise specified.

Please note that all labor categories, both key and non-key personnel that require minimum qualifications must be met in order to perform the proposed tasks under the resultant task order.

(1) Marine Surveyor (1 résumé)

- (a) Target Education: High School Diploma
- (b) Minimum Qualifications: Accreditation by the Society of Accredited Marine Surveyors or the National Association of Marine Surveyors and Open Water Diver certification.
- (c) Target Experience: Ten (10) years experience with documenting the condition of craft, identifying required repairs; developing statements of work for and overseeing overhauls, major repairs, and other yard work.

ii) Non-Key Personnel

The following labor categories are designated non-key personnel for this task order. The offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor specified below as non-key. These personnel must meet the qualifications specified in this section to be acceptable and the offeror must certify that all proposed personnel meet the prescribed requirements. Please note that all labor categories, both key and non-key personnel that require minimum qualifications must be met in order to perform the proposed tasks under the resultant task order.

(1) Electrician

- (a) Education: High School Diploma
- (b) Experience: Two (2) years experience with installation and maintenance of marine and small craft electrical systems of the types typical of those found on U.S. government vessels listed above in this SOW. Target qualifications for the Electricians shall be the same experience level as U.S. Navy or U.S. Coast Guard 2nd Class Electrician's Mate (EM), or hold a U.S. Merchant Mariners Document for Electrician, or American Boat and Yacht Council (ABYC) Electrical Certification.

(2) Crane Operator

- (a) Education: High School Diploma or GED
- (b) Experience: One year experience with boatyard crane operations and the operation of the crane to be used.

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(3) Laborer

(a) Education: High School Diploma or GED

(b) Experience: One year of similar or directly related work experience.

(4) Mechanic

(a) Education: High School Diploma or GED

(b) Experience: Two (2) years experience with installation, operation, maintenance and repair of marine and small craft diesel engines and auxiliary systems typical of those found on U.S. government vessels and rolling stock listed in this SOW Target qualifications for the Mechanics shall be the same experience level as U.S. Navy 2nd Class Engineman (EN) or U.S. Coast Guard 2nd Class Machinery Technician (MK) or hold a U.S. Merchant Mariners Credential for the Engine Department or ABYC Diesel Engine & Support System Certification or Refrigeration and A/C Certification..

(5) Machinist

(a) Education: High School Diploma

(b) Experience: Two (2) years experience with boatyard machine shop practice, interpreting drawings and specifications, planning and laying out of work, using a variety of machinist's hand tools and precision measuring instruments, setting up and operating standard machine tools, making standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining; familiarity with the properties of metals commonly used in marine applications, including stainless steels, aluminum, and copper alloys.

(6) Painter

(a) Education: High School Diploma or GED

(b) Experience: One (1) year experience with boatyard painting practices including the application equipment and coating system to be used.

(7) Rigger

(a) Education: High School Diploma or GED

(b) Experience: Five (5) years experience with boatyard rigging practices and crane operations.

(8) Sand Blaster

(a) Education: High School Diploma or GED

(b) Experience: One (1) year experience with boatyard sandblasting practices including the blasting equipment, blast media, and material to be blasted.

(9) Shipfitter

(a) Education: High School Diploma or GED

(b) Qualifications: Shipfitters shall be qualified in accordance with TO300-AU-SPN-010, Fabrication, Welding, and Inspection of Small Boats and Craft, Aluminum Hulls dated 5 Oct 92.

(c) Experience: Two (2) years experience with small craft repair or construction; reading and

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understanding engineering drawings and welding symbols, joining a wide variety of materials common in marine applications, including stainless steels, aluminum, and copper alloys, knowledge of the materials to select the correct filler materials and shielding gas.

(10) Welder

(a) Education: High School Diploma or GED

(b) Qualifications: Welders shall be qualified in accordance with TO300-AU-SPN-010, Fabrication, Welding, and Inspection of Small Boats and Craft, Aluminum Hulls dated 5 Oct 92.

(c) Experience: Two (2) years experience with boatyard welding practices; reading and understanding engineering drawings and welding symbols, joining a wide variety of materials common in marine applications, including stainless steels, aluminum, and copper alloys, knowledge of the materials to select the correct filler materials and shielding gas.

(11) Woodcraft/FRP Worker

(a) Education: High School Diploma or GED

(b) Experience: Two (2) years experience with small craft repair or construction. When the work involves advanced composites such as carbon fiber, experience shall included work with that material.

(12) Truck driver

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: The Truck Driver, Tractor Trailer shall hold a Class A Commercial Drivers License.

(c) Experience: Two (2) years experience operating the vehicle combinations and loads to be moved, inspecting trucks and trailers to ensure they are roadworthy, and keeping trucks and trailers in good working order.

(13) Boat Captain

(a) Education: High School Diploma or GED

(b) Minimum Qualifications: The Boat Captain B shall have a United States Merchant Mariner Credential with endorsement for Operator of Uninspected Passenger Vessels (OUPV) or higher.

(c) Experience: Entry level as required for a Merchant Mariner Credential.

4) Government Furnished Information

The contractor will be furnished with relevant information when it becomes necessary for the execution of the work to be performed. Information may include scheduling requirements, test plans, technical documentation on boats and equipment, etc.

5) Government Furnished Equipment and Office Space

The contractor will be furnished with office space at Building V-47. Computers and other IT equipment, and common office machines will be provided by the Government. Shop space with common machine tools and welding equipment will also be made available at Building V-47.

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6) Travel

Travel in and around the Hampton Roads area will be routinely required. Travel between Hampton Roads, VA and remote work locations and test sites in the US and overseas and on deployed vessels will be required occasionally.

7) Period of Performance

The initial period of performance will be from the date of Task Order award for a period of one base year with up to two one-year options.

8) Deliverables

a) Project Status Reports (weekly) - The contractor shall track and report on each project (typically an individual boat, mission, test, or other task) separately to maintain strict accountability of the man-hours and ODCs chargeable to each project.

A weekly report detailing the expenditures (number of man-hours for each individual, materials and services purchased, travel expenses, etc.) for each project shall be provided to the government no later than Friday of the following week. The report shall show expenditures for the current reporting week, each previous week of the fiscal year, and cumulative expenditures to date for the fiscal year.

b) Funding Status Reports (monthly) - The contractor shall track and report on each funding account (individual government job order numbers) separately to maintain strict control of the multiple lines of accounting that will be used to fund this task order. A monthly report detailing the expenditures (number of man-hours in each labor category, materials, services, and supplies purchased; travel expenses, etc.) accrued against each funding account shall be provided to the government. The report shall show expenditures for the current reporting period, cumulative expenditures to date, funds remaining for each account, and total expenditures for the task order.

c) On-Site Personnel Roster (as required)

A roster of on-site personnel including name, SSN, position, company, place of birth, date of birth, address, home and mobile telephone numbers, e-mail address, security clearance, and CAC expiration date shall be provided and updated as information changes.

d) Marine survey reports (as required)

e) Test plans and schedules (as required)

f) Test reports (as required)

g) Training plans (as required)

h) Burn Rate Report – A summary report that captures the rate at which the funds is expended. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as an Attachment to the solicitation.

i) Incurred Costs Report – A summary report that captures a summary of all costs incurred to date. This report shall be attached in Wide Area Workflow Receipts and Acceptance (WAWF-RA), beginning 30 days after award and every 30 days thereafter. A template of this report is provided as an Attachment to the solicitation.

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9) Security Requirements

The Department of Defense Contract Security Classification, DD Form 254 (see attachments), itemizes the security classification requirements for this contract. Performance of this contract does not require routine access to classified material, but the Contractor shall have a sufficient number of employees cleared for access up to SECRET to support classified work when required. Due to the possible sensitive work and areas in which work may be performed, all contractor personnel shall be required to have a SECRET security clearance or an interim clearance by the task order start date.

Accordingly, the Contractor shall have or obtain a Facility Security Clearance, provide classified storage capability, and obtain security clearances on all Government Site personnel, and conceivably other personnel performing under the contract. An applicable DD Form 254, Contract Security Classification Specification, will be issued with each technical instruction under the contract whenever the basic DD 254 does not provide sufficient classification guidance.

The Contractor shall provide clearance information data to NSWCCD prior to technical instruction start date. Data to include list of all Contractor personnel supporting the task, social security numbers, addresses, citizenship, and level of clearance.

Information Technology Security/Information Assurance.

The contractor IT networks/computers shall comply with Department of Defense and Department of the Navy Information Assurance polices.

Furthermore, per Directive-Type Memorandum (DTM) 08-027, Security of Unclassified DoD Information on Non-DoD Information Systems, and subsequent DoD 8500 series issuances, the contractor shall provide adequate security for all unclassified DoD information on non-DoD information systems, where DoD information is any information that has not been cleared for public release in accordance with DoD Directive 5230.09 and is provided by the Department of Defense to a non-DoD entity (contractor), or is collected, developed, received, transmitted, used, or stored by a non-DoD entity in support of an official DoD activity.

DTM 08-027, Attachment 2, provides basic guidelines (information safeguards) to protect unclassified DoD information on non-DoD information systems. In particular, the contractor shall encrypt all information that has been identified as controlled unclassified information (CUI) when in transit or stored on mobile computing devices such as laptops and personal digital assistants. Email, text messages, and similar communications should provide the best level of privacy available, given facilities, conditions, and environment, for example, the use of public key-enabled encryption and Transport Layer Security (TLS).

The contractor is required to address how applicable information safeguards from DTM 08-027, Attachment 2, 2.(a)-(k) will be implemented to protect DoD information at the contractor facilities. DTM 08-027 is available at <http://www.dtic.mil/whs/directives/corres/pdf/DTM-08-027.pdf>

Contractor Personnel Identification - In the performance of this contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and formal and informal written correspondence.

10) LIABILITY INSURANCE REQUIREMENTS

The following types of insurance are required in accordance with FAR clause 52.228-7 and shall be

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maintained in the minimum amounts shown:

- a) Fire Damage -\$1,000,000.00.
- b) Automobile Insurance: Combined Single Limit \$2,000,000.00.
- c) Standard Worker's Compensation and Employer's Liability Insurance: Each Accident or Disease -\$1,000,000.00.
- d) Excess Liability: Each Occurrence -\$2,000,000.00.
- e) Crime Liability: Each Occurrence -\$1,000,000.00.
- f) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- g) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property insurance. Comprehensive form of policy is required.
- h) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be cancelled or materially changed until 30 days prior written notice has been given to the Task Order Contracting Officer. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

10.1) Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer written evidence of the above required insurance. The policies evidencing purchase of the insurance shall contain an endorsement to the effect that the cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the written notice as required by the Contracting Officer or other approving authority is given. When the coverage is provided by self-insurance, prior approval of the Administering Contracting Officer is required for any change or decrease in coverage.

10.2) The contractor is required to provide proof of insurance coverage on an annual basis throughout the term of this contract. In addition, the Contractor shall provide proof of valid Driver's License and have a clean driving record for all individuals who will be driving Government vehicles.

11) Contracting Officer Representative

Ernest Lang, Code 8305
 Naval Surface Warfare Center
 Carderock Division Detachment Norfolk
 2600 Tarawa Court STE 303
 Virginia Beach, VA 23459-3239

ernest.lang@navy.mil
 757-444-2592

12. Government Fleet Card

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Contractor personnel may be authorized to utilize the Government Fleet Card(s) assigned to the Waterfront Operations at V-47 for government owned watercraft being utilized under this contract. To obtain authority for its use, the Contractor shall complete all mandatory training, submit a written authorization request to the cognizant Naval Supply Authority, via the Contracting Officer, and remain compliant with DON Fleet Card policy, NAVSUPINST 4200.98 (series).

Government Fleet Card Training is available electronically at https://my.navsup.navy.mil/webcenter/content/conn/owc_content/path/Enterprise%20Libraries/ccpmd/training/fleet/fc_cu/printpdf/printpdf_fcmenucu.htm

The Contractor shall be liable for any misuse, abuse, or fraud incurred by the contractor and/or its employees, subcontractors, representatives or agents.

13. eCRAFT

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report (A001) on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

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SECTION D PACKAGING AND MARKING

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

All data deliverables specified in Section C, descriptions and Specifications shall be delivered to the Contracting Officer Representative (COR) and the Technical Subject Matter Expert (SME) electronically and/or mail to:

Contracting Officer Representative

Ernest Lang, 8305

2600 Tarawa Court, Suite 303

Norfolk, VA 23521

ernest.lang@navy.mil

757-444-2592

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

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

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

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

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer Representative, Ernest Lang, Code 8305.

ernest.lang@navy.mil 757-444-2592

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/15/2013 - 2/14/2014
4100	2/15/2014 - 7/12/2015
6000	2/15/2013 - 2/14/2014
6100	2/15/2014 - 7/12/2015
7000	10/26/2015 - 2/14/2016
7100	2/15/2016 - 12/31/2016
7101	2/15/2016 - 12/31/2016
7200	1/1/2017 - 12/31/2017
7300	1/1/2017 - 12/31/2017
7400	1/1/2018 - 2/13/2018
7500	2/14/2018 - 6/30/2018
9000	10/26/2015 - 2/14/2016
9100	2/15/2016 - 12/31/2016
9101	2/15/2016 - 12/31/2016
9200	1/1/2017 - 12/31/2017
9300	1/1/2018 - 2/13/2018
9400	2/14/2018 - 6/30/2018

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Ernest Lang, 2305
2600 Tarawa Court, Suite 303
Norfolk, VA 23521
ernest.lang@navy.mil
757-444-2592

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(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 documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

Type of Document (*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

N65540

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Admin DODAAC	<u>S1002A</u>
Pay Office DODAAC	<u>HQ0337</u>
Inspector DODAAC	<u>N65540</u>
Service Acceptor DODAAC	<u>N65540</u>
Service Approver DODAAC	<u>N65540</u>
Ship To DODAAC	<u>N/A</u>
DCAA Auditor DODAAC	<u>HAA616</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>Government</u>
Acceptance Location	<u>Government</u>

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

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

Send Additional Email Notification To:
ernest.lang@navy.mil
john.r.phillips4@navy.mil

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

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

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

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and

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

ESTIMATED

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	PERIOD OF PERFORMANCE
See Sections B and F			

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

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

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

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 605,640 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 3,882 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the

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

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

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

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

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

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	1300331890	550000.00
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AA 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001595218		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katacinski

Email: irene.katacinski@navy.mil

Telephone: 215-897-7596

Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

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

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

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

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

Table 1: Overall Performance Ratings

For The Evaluation Period

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

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

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

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

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

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

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

(g) Contractor’s Self-Evaluation: The contractor may also submit a Self-Evaluation Report for

consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

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

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

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

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and

			are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

RDT&E Support	(a) Operate craft in support of RDT&E projects. (b) Prepare and maintain instrumentation.	(a) Operate craft safely and in accordance with applicable regulations and good seamanship. (b) Instrumentation is available and functional when required.	(a) No accidents involving lost time injuries to personnel. No damage to equipment that is not commensurate with the rigors of the operation. (b) Operational availability exceeds 90%. Operational reliability exceeds 80%.	(a) Government oversight of RDT&E operations. (b) Government oversight of RDT&E operations.
Direct Fleet Support	(a) Provide technical and logistic support to fleet activities.	(a) Craft and material are provided in good working order when required.	(a) Craft and material have no mission critical defects. 90% completed on time. (a) Craft and material have no mission critical defects. 90% completed on time.	(a) Government oversight of DFS efforts and feedback from fleet units.
Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLIC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable

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adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

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SECTION I CONTRACT CLAUSES

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the 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 the base contract;

(3) increase or decrease the contract price or estimated 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 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 Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ 0 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—

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- (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.

(End of Clause)

Walsh-Healey Public Contracts Act (Dec 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended ([41 U.S.C. 35-45](#)), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act ([41 U.S.C. 40](#)).

(End of clause)

252.239-7001 Information Assurance Contractor Training and Certification

As prescribed in 239.7103(b), use the following clause:

INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

52.222-41 -- Service Contract Act of 1965.

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Service Contract Act of 1965 (Nov 2007)

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

“Act” means the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

“Contractor” when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term “Government Prime Contractor.”

“Service employee” means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees’ authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or

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other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or

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not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator

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or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over

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such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor

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Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

TO BE IDENTIFIED AT THE TASK ORDER LEVEL, IF APPLICABLE

(End of Clause)

In accordance with (DFARS) PGI 204.7108(d)(12) "Other" INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (b)(12) "Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

- a) **This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.**
- b) **The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.**

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SECTION J LIST OF ATTACHMENTS

Burn Rate Analysis Report Attachment

Incurred Cost Report Attachment

Cost Summary Format Attachment

Direct Labor Rate Substantiation Attachment

DD254

Diving Instruction

WageClerical

WageDiver

P00020 Wage Clerical

P00020 Wage Diver

P00020 DD254

P00026 DD254 Revision 2

P00027 DD254 Revision 3