

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 02-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. 00260457	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 preetam.soomai@navy.mil 850-636-6153	CODE N61331	7. ADMINISTERED BY (If other than Item 6) NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001	CODE N61331

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Triton Services 17001 Science Drive, Suite 100 Bowie MD 20715-4330	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4634-HR01
CAGE CODE 001A6	FACILITY CODE 805703923
10B. DATED (SEE ITEM 13) 20-Mar-2006	

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

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

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

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		M. Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/M. Hines	03-Feb-2010
		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

The purpose of this modification is to add incremental funds to CLIN 4001. Accordingly, said Task Order is modified as follows:

1. Incremental funding of \$62,152 and \$15,420 is added to CLIN 4001 as follows:

	From	By	To
Cost	\$1,204,992.59	\$71,825.68	\$1,276,818.27
Fixed Fee	\$ 96,635.41	\$ 5,746.32	\$ 102,381.73
ODC	\$ 0	\$ 0	\$ 0
CPFF	\$1,301,628.00	\$77,572.00	\$1,379,200.00

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$1,379,200 which includes a fixed fee of \$102,381.73 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,379,200 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order is from the date of award through January 21, 2011

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

The total amount of funds obligated to the task is hereby increased by \$77,572.00 from \$1,301,628.00 to \$1,379,200.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400102	OTHER	0.00	62,152.00	62,152.00
400103	OTHER	0.00	15,420.00	15,420.00

The total value of the order is hereby increased by \$0.00 from \$2,102,010.00 to \$2,102,010.00.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000	TERM FOR TASK ORDER - SEE FAR 16.306(d)(2) Provide services in the areas of Program Management, Acquisition, Systems Engineering, Engineering, Modeling, Analysis, Fleet Support, and Technical Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. BASE YEAR.					\$610,393.00
1000AA	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	2650.0	LH	\$308,714.00	\$24,697.00	\$333,411.00
1000AB	Incremental Funding and Other Direct Costs Data for LCAC ISEA Fleet Support OSR Services for the Base Year, as revised in the Statement of Work (SOW). (RDT&E)	3487.0	LH	\$256,465.00	\$20,517.00	\$276,982.00
1000AC	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
1000AD	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
1000AE	Incremental Funding and Other Direct Costs Data	0.0	LH	\$0.00	\$0.00	\$0.00

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for Base Year.  
(RDT&E)

1000AF	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AG	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AH	Incremental Funding and Other Direct Costs Data for Base Year. (O&MN,N)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AJ	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AK	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AL	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AM	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AN	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AP	Incremental Funding and Other Direct Costs Data for Base Year. (OTHER)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AQ	Incremental Funding and Other Direct Costs Data for Base Year. (OTHER)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AR	Incremental Funding and Other	0.0			

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	Direct Costs Data for Base Year. (OTHER)				
1000AS	Incremental Funding and Other Direct Costs Data for Base Year. (OTHER)	0.0			
1000AT	Incremental Funding and Other Direct Costs Data for Base Year. (OTHER)	0.0			
1000AU	Incremental Funding and Other Direct Costs Data for Base Year. (OTHER)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AV	Incremental Funding and Other Direct Costs Data for Base Year. (RDT&E)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AW	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AX	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AY	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000AZ	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000BA	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000BB	Incremental Funding and Other Direct Costs Data for Base Year. (OPN)	0.0 LH	\$0.00	\$0.00	\$0.00
1000BC	Incremental	0.0 LH	\$0.00	\$0.00	\$0.00

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Funding and Other  
Direct Costs Data  
for Base Year.  
(OPN)

1000BD Incremental 0.0  
Funding and Other  
Direct Costs for  
Base Year. (OPN)

1001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services in the areas of Program Management, Acquisition Systems Engineering, Engineering Modeling, Analysis, Fleet Support and Technical Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. YEAR ONE (1) OPTION PERIOD. (OTHER)	2650.0 LH	\$322,693.00	\$25,817.00	\$348,510.00
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100101 Incrementally  
funded \$15,000  
PR# 70714338  
ACRN: BE (OTHER)

100102 Incrementally  
funded \$22,000  
PR#71521425  
ACRN: BF (OTHER)

100103 Incrementally  
funded \$20,000  
PR# 71691096  
ACRN: BG (OTHER)

100104 Incrementally  
funded \$158,000  
PR# 71803655  
ACRN: BH (OTHER)

100105 Incrementally  
funded \$20,800  
PR# 71985646  
ACRN: BG (OTHER)

100106 Incrementally  
funded \$25,000  
PR# 72295994  
ACRN: BJ (OTHER)

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100107 Incrementally  
funded \$15,000  
PR# 72295998  
ACRN: BK (OTHER)

100108 Incrementally  
funded \$35000  
Pr# 72482075  
ACRN: BL (OTHER)

100109 Incrementally  
funded \$23,000  
PR# 72648731  
ACRN: BM (OTHER)

100110 Incrementally  
funded \$14,710  
PR# 73112330  
ACRN: BN (OTHER)

1002	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services in the areas of Program Management, Acquisition Systems Engineering, Engineering Modeling, Analysis, Fleet Support and Technical Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. YEAR TWO (2) OPTION PERIOD. (OTHER)	2650.0 LH	\$337,305.00	\$26,986.00	\$364,291.00
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100201 Incremental  
funding \$31,000  
PR 73398877 ACRN  
BP (OTHER)

100202 Incremental  
funding \$20,000  
PR 80181179 ACRN  
BQ (OTHER)

100203 Incremental  
funding \$50,000  
PR 80253605 ACRN  
BR (OTHER)

100204 Incremental  
funding \$63,000  
PR 80661124 ACRN  
BS (OTHER)

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100205 Incremental  
funding \$21,401  
PR 80734262 ACRN  
BT (OTHER)

100206 Incremental  
funding \$8,599  
PR 80734301 ACRN  
BU (OTHER)

100207 Incremental  
funding \$37,000  
PR 80860827 ACRN  
BV (OTHER)

4000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services in the areas of Program Management, Acquisition Systems Engineering, Engineering Modeling, Analysis, Fleet Support and Technical Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. YEAR THREE (3) OPTION PERIOD. (OTHER)	2650.0 LH	\$352,579.00	\$28,207.00	\$380,786.00
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400001 Incremenbtal  
funding \$15,420  
PR 93212897  
ACRN: BW (OTHER)

4001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services in the areas of Program Management, Acquisition Systems Engineering, Engineering Modeling, Analysis, Fleet Support and Technical Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data	2650.0 LH	\$368,545.00	\$29,485.00	\$398,030.00
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Requirements  
List. YEAR FOUR  
(4) OPTION  
PERIOD. (OTHER)

400101 Incremenbtal  
funding \$15,00 PR  
00198783 ACRN: BX  
(OTHER)

400102 Incremenbtal  
funding \$62,152  
PR 00260457 ACRN:  
BY (OTHER)

400103 Incremenbtal  
funding \$15,420  
PR 00260436 ACRN:  
BZ (OTHER)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

for

Landing Craft Air Cushion, Sea Based Connector,

Expeditionary Warfare and Maritime Systems

Advanced Systems and Concepts (AS&C) Program Support

Purchase Request N00178-52945041 and 52945044

### 1.0 SCOPE AND BACKGROUND

The Expeditionary Platforms Branch is responsible for the development, management, and execution of programs involving expeditionary maneuver systems and equipment, including amphibious craft and ship acquisition support, test and trials, and engineering for amphibious ship and craft R&D projects. This branch is responsible for engineering projects, validation, and testing of amphibious ships and craft, as well as developing programs and system integrations supporting USMC missions that utilize amphibious capabilities. The branch plans, manages, and conducts systems integration with amphibious ships or craft with other Navy or sealift ships or craft. Responsible for the development, conduct, and validation of emerging amphibious ships and craft missions as well as other joint programs within the DoD and other government agencies. It is responsible for the management and execution of all efforts associated with the development of systems and equipment for maneuver warfare excluding C4NI. It provides technical and managerial control of future assault platforms concept development, systems analysis, engineering design, acquisition support, Fleet life-cycle support and test and evaluation of systems to ensure amphibious operational requirements and technical objectives are fully met. It acts as the expeditionary warfare strategic thrust lead, interfacing with internal and external organizations for attaining national goals in associated warfare areas.

The Naval Surface Warfare Center Panama City (NSWC PC) is tasked with implementing an Advanced Systems and Concepts (AS&C) Program in support of the littoral warfare including LCAC, Future Connector Advanced Crafts, SeaBase-to-Shore Connector Craft, Expeditionary Warfare, Expeditionary Logistics, and Maritime Systems. The goal of this program is to find/develop, demonstrate, transition/transfer, and support the best operational concepts and technology solutions for transformational, joint, and coalition warfare. The AS&C Program is a Congressionally mandated and supported effort. It accelerates leading technologies to the war fighters by seeking the very best technical and operational concepts from Defense, industry and academic sources. The AS&C program also leverages “try before you buy” demonstrations, exploiting “test to procure” initiatives, and forging partnerships to create new technology and operational concept solutions for war fighters. There are three major programs embedded in the AS&C Program in support of these goals: (1) Foreign Comparative Testing (FCT); (2) Defense Acquisition Challenge (DAC); and (3) Advanced/Joint Concept Technology Demonstrations (A/JCT).

### 1.1 PURPOSE

NSWC PC is tasked with developing, managing and executing programs involving expeditionary maneuver systems and equipment, and with implementing an AS&C Program to evaluate advances in items such as flexible skirt systems, lube oil coolers, composite propeller shrouds and composite technology for platforms including LCAC, LCAC (X), Sea Based Connectors and other Expeditionary and Maritime systems. This AS&C Program includes U.S. Navy, U.S. Marine Corps and Special Operations Command requirements. The Contractor will provide programmatic, administration, engineering, systems engineering, analysis, and fleet support to the Government’s total effort.

### 1.3 CONTRACTOR QUALIFICATIONS

1.3.1 Contractor type: This contract will be for a set aside for small, disadvantaged business.

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1.3.2 Contractor skills and experience: The contractor must possess current and in-depth knowledge of the Navy's Foreign Comparative Testing Program, Defense Acquisition Challenge, and legacy programs, the Advanced Systems and Concepts (AS&C) Program, as well as current experience in the generation of cost estimates and engineering assessments. It must be able to assess the impact of revisions on requirements, resources, operations and apply the appropriate business tools to minimize any intended risks. In order to maintain the aggressive program deadlines and schedules, so the Navy can continue to meet its commitments to foreign governments, the contractor selected to perform under this SOW must be a proven performer having personnel with extensive experience and skills in providing analysis and engineering support. The contractor must also be extremely familiar with the FCT and DACP Program structures, proposal process, organization, and personnel in order to successfully carry out the required tasking within the tight timeframe necessary, without having to "come up to speed" or otherwise spend time on a learning curve. Contractor shall be experienced in working with foreign Government, DACP, FCT, International Programs Office, and Office of Secretary of Defense personnel regarding US Government evaluation of foreign military systems. Contractor must show extensive prior experience in the development, management, and execution of programs involving expeditionary maneuver systems and equipment. Contractor shall have personnel with an engineering or science degree and broad background in Amphibious Warfare, Naval Special Warfare, Counter-Terrorism, and Strategic Sealift areas.

## 2.0 APPLICABLE DOCUMENTS

None

## 3.0 REQUIREMENTS

The Navy requires contractor support services in the areas of program management, acquisition, systems engineering, engineering, modeling, analysis, fleet support, and technical support. The contractor shall perform the following tasks:

3.1 Prepare Quarterly reports from raw data supplied by the Project Managers.

3.2 Interface with the International Programs Office and Office of Secretary of Defense, and serve as a liaison and technical interface for NSWC PC. Support the resolution of technical and programmatic issues.

3.3 Review, analyze, and provide written assessments of products submitted for consideration. Track and monitor progress of technical, engineering, logistics and cost elements of FCT, DACP, A/JCTD, Expeditionary Warfare and Maritime programs.

3.4 Research and prepare data for Government approval that may be used in developing procurement package documentation.

3.5 Develop resource documents to support project requirements and initiatives. Develop briefings and presentation materials. Liaison with the Office of the Secretary of Defense to keep them apprised of the current status, progress, and milestones of the NSWC PC efforts and programs.

3.6 Develop draft Candidate Nomination Proposals from data supplied by the Project Managers.

3.7 Provide technical support at meetings in support of NSWC PC efforts.

3.8 Support the Future Connector Advanced Craft and the Seabase-to-Shore Connector Craft by performing analysis to help the Government finalize performance requirements, operational concepts, and potential design options. Analyze conflicting requirements and prioritize through tradeoff studies, and perform analysis of alternatives to determine most feasible concepts to minimize risks.

3.9 Provide engineering analysis and documentation maintenance support for expeditionary logistics and amphibious craft and ship R&D projects. This will include Future Naval Capabilities special projects such as Advanced Lifts Fans and Advanced Skirt, and others.

3.10 Travel: Travel for each year of the effort is estimated as follows: Three trips for one person for approximately 4

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days duration are required to support meetings at Panama City, and one trip for one person for approximately 12 days duration are required to support meetings CONUS and Overseas. On-Site-Representatives (OSR) may require three trips for one person for approximately four days to attend LCAC program meetings and technical reviews, including, but not limited to meetings at Panama City, FL, Philadelphia, PA, Washington, DC, and Boston, MA. Additionally, travel may be required to support one (1) trip for one person, for approximately twelve (12) days to overseas-deployed LCAC. One trip for overseas travel on short notice may be required to the Mediterranean Sea or Persian Gulf arena for one person for approximately twelve (12) days.

3.11 Provide an In Service Engineer Agency (ISEA) On Site Representative (OSR) to Assault Craft Unit 4 (ACU-4), Specializing in Hull Mechanical and Electrical (HM&E) Systems: The contractor shall provide a LCAC related experienced HM&E systems technical specialist/technician to serve as the Naval Surface Warfare Center – Panama City (NSWC-PC) LCAC ISEA Fleet Support Office HM&E OSR at ACU-4, Naval Amphibious Base, Little Creek, VA. This individual will provide on-the-spot NSWC-PC LCAC ISEA engineering liaison and technical support to ACU-4 in daily operations, maintenance and repair of LCAC. The OSR will assist ACU-4 in troubleshooting, maintenance and repair to LCAC HM&E systems, as well as technical problem investigation reports to the ISEA and advisements to PMS377 Program Office. The OSR must have LCAC Craft Master/Engineer experience with a strong LCAC maintenance background and must have or have held a Gas Turbine Electrical (GTE) rating. Any candidate must also be agreeable to the ACU and to NSWC-PC.

3.12 Provide an ISEA On-Site Representative (OSR) to ACU-4, Specializing in C4N Systems: The contractor shall provide a LCAC related experienced command, control, computer, communications, and navigational (C4N) systems technical specialist/technician, to serve as the NSWC-PC LCAC ISEA Fleet Support Office C4N OSR at ACU-4, Naval Amphibious Base, Little Creek, VA. This individual will provide the on-the-spot NSWC-PC LCAC ISEA engineering liaison and technical support to ACU-4 in the daily operations, maintenance and repair of LCAC. The OSR will assist ACU-4 in troubleshooting, maintenance and repair to LCAC C4N systems, as well as technical problem investigation reports to the ISEA and advisements to PMS377 Program Office. The OSR must have previous Naval experience, possess a strong LCAC C4N maintenance background and have held an Electronic Technician (ET1) rating. Any candidate must also be agreeable to the ACU and to NSWC-PC.

3.13 Provide an ISEA OSR to ACU-4, Specializing in R&M Systems: The contractor shall provide an experienced LCAC related, Reliability and Maintenance (R&M) technical specialist/technician to serve as the NSWC-PC LCAC ISEA Fleet Support Office R&M at ACU-4, Naval Amphibious Base, Little Creek, VA. This person will work closely with the ACU-4 3M Systems Coordinator and all users to assist the ACU and provide on-the-spot NSWC-PC LCAC ISEA R&M liaison and technical support within the maintenance data collection areas during daily operations of LCAC. The OSR will assist ACU-4 in all aspects related to the use of the US Navy Maintenance, Material, Management (3M) system. Typical support may include assisting the ACU in accurate recording and reporting of all maintenance actions; recording and reporting operational hours and material usage; identifying locations and operational time of critical time phased maintenance equipment such as engines and propeller assemblies; collection of materials usage data; assisting in the completion, editing and proofing of maintenance records (2-Kilos); logging and reporting craft operational hours; documenting time phased maintenance critical equipment; providing assistance with tracking replacement schedules for time phased maintenance critical equipment; logging and reporting craft configuration changes to include Craft Alteration installations; performing research on maintenance activities, and providing periodic reports of ongoing R&M issues. Any candidate must also be agreeable to the ACU and to NSWC-PC.

3.14 Provide an ISEA OSR to ACU-5, Specializing In R&M Systems: The contractor shall provide an experienced LCAC related, R&M technical specialist/technician, to serve as the NSWC-PC LCAC ISEA Fleet Support Office R&M OSR at ACU-5, Camp Pendleton, CA. This individual will work closely with the ACU-5 3M Systems Coordinator and all users to assist the ACU and provide on-the-spot NSWC-PC LCAC ISEA R&M liaison and technical support within the maintenance data collection areas during daily operations of LCAC. The OSR will assist ACU-5 in all aspects related to the use of the US Navy Maintenance, Material, Management (3M) system. Typical support may include assisting the ACU in accurate recording and reporting of all maintenance actions; recording and reporting operational hours and material usage data; identifying locations and operational time of critical time phased maintenance equipment such as engines and propeller assemblies; collection of materials usage data; assisting in the completion, editing and proofing of maintenance records (2-Kilos); logging and reporting craft operational hours; documenting time phased maintenance critical equipment; providing assistance with tracking replacement schedules for time phased maintenance critical equipment: logging and reporting craft configuration changes to include Craft Alteration installation; performing research on maintenance activities; and providing periodic reports of ongoing R&M issues. Any candidate must also be agreeable to the ACU.

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#### 4.0 GOVERNMENT FURNISHED PROPERTY

None

#### 5.0 DATA DELIVERABLES

Data deliverables shall be delivered in accordance with the Contract Data Requirements List (CDRL) DD Form 1423

#### 6.0 PERIOD OF PERFORMANCE

The period of performance shall be from issuance of the task order through 12 months thereafter, followed by four (4) option year periods.

#### 7.0 SECURITY

This effort is UNCLASSIFIED. The Contractor will not require access to or be required to generate classified materials during performance of this order.

#### 8.0 DISTRIBUTION LIMITATION STATEMENTS

The following Distribution Limitation statements should be placed on all data deliverables generated under the contract:

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS, PREMATURE DISSEMINATION, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, 110 VERNON AVE., PANAMA CITY, FL 32407-7001

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OF RECONSTRUCTION OF THE DOCUMENT.

#### 9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon and paragraphs 7.0 and 8.0 above. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

#### 10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner if required to correct less than satisfactory performance.

#### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive

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advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an

organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

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

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

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

## 5.0 DATA DELIVERABLES

Data deliverables shall be delivered in accordance with the Contract Data Requirements List (CDRL) DD Form 1423

## 6.0 PERIOD OF PERFORMANCE

The period of performance shall be from issuance of the task order through 12 months thereafter, followed by four (4) option year periods.

## 7.0 SECURITY

This effort is UNCLASSIFIED. The Contractor will not require access to or be required to generate classified materials during performance of this order.

## 8.0 DISTRIBUTION LIMITATION STATEMENTS

The following Distribution Limitation statements should be placed on all data deliverables generated under the contract:

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS, PREMATURE DISSEMINATION, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, 110 VERNON AVE., PANAMA CITY, FL 32407-7001

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OF RECONSTRUCTION OF THE DOCUMENT.

## 9.0 RELEASE OF INFORMATION

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All technical data provided to the contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon and paragraphs 7.0 and 8.0 above. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

#### 10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner if required to correct less than satisfactory performance.

#### HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this

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contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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## **SECTION D PACKAGING AND MARKING**

SHIP TO ADDRESS:

NAVAL SUPPORT ACTIVITY PANAMA CITY

ATTN: RECEIVING OFFICER

100 VERNON AVENUE

PANAMA CITY BEACH, FL 32407-7018

FOB: DESTINATION

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## **SECTION E INSPECTION AND ACCEPTANCE**

### INSPECTION AND ACCEPTANCE

Inspection and acceptance of all services will be by Government personnel at the Naval Surface Warfare Center, Panama City, Florida.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### PERIOD OF PERFORMANCE

Award Term CLIN 4001: 01/22/10 thru 01/21/2011

The Base Year, Award Term 01, Award Term 02, Award Term 03 and Award Term 04 is hereby combined into one period of performance from 3/20/06 to 1/21/11.

### EXERCISE OF OPTIONS

The Award Term provisions in Section H of the contract apply to option item 1001, 1002, 4000, and 4001. If elected, award term options will be exercised prior to the end of the base year. For example, option year one (1) will be exercised prior to the end of base year, option year two (2) will be exercised prior to the end of option Year one (1), and so on. Exercise of options for performance beyond the expiration of the basic contract of 4 April 2009 is contingent on the basic contract being extended by the PCO.

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## SECTION G CONTRACT ADMINISTRATION DATA

### INCREMENTAL FUNDING SCHEDULE

(A) Contract line item(s) 1000 through 1004AA are incrementally funded. For these item(s) the sum of \$50,000 of the total price (including fixed fee) is presently available for payment and allotted in this contract.

(B) The parties contemplate that the Government will allot funds to this contract for the base period in accordance with the following schedule:

On execution of the contract: \$50,000

FY 2006 – June \$75,000

FY 2006 – August \$150,000

FY 2007 – October \$58,411

Total Amount: \$333,411

(C) The funding schedule for award term option periods will be determined if and when the options are exercised.

Regardless of the funding schedule outlined above, the contractor is only obligated to continue performance up to the point at which the total amount payable by the Government is equal to the current funded amount. FAR Clause 52.232-22 LIMITATION OF FUNDS (APR 1984) in the basic contract applies to this order.

Task Order Manager

Joseph C. Farmer, E32

110 Vernon Avenue

Panama City, FL 32407-7001

joseph.farmer@navy.mil

850-230-7593

### TASK ORDER CEILING TABLE

1) Task Order ceiling is increased by \$398,030 as follows:

	From	By	To
Cost	\$1,577,759	\$368,545	1,946,304
Fixed Fee	\$ 126,221	\$ 29,485	155,706
ODC	\$ 0	\$ 0	0
CPFF	\$1,703,980	\$398,030	2,102,010

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INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than monthly for the task order, no more than 30 days after invoiced costs are incurred. The voucher shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

-----

Contractor's Authorized Representative

-----

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and task order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category
- (4) Other direct costs to be specified and substantiated.

(c) The contractor shall forward the original plus two copies of each voucher to the cognizant DCAA office and one copy to the Task Order Manager (TOM). DCAA will review and approve the voucher for payment and forward them to the Contracting Officer Naval Surface Warfare Center (NSWC Code XPS2). The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contracting Officer, such as pre-addressed stamped envelope). The Contracting Officer will then approve the vouchers and forward them to the cognizant paying office for payment.

(d) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Contracting Officer instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Contracting Officer. If require, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the Contracting Officer, and make provisions for DCAA to forward the approved vouchers to the Contracting Officer.

(e) The Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for payment.

(f) The TOM will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

Accounting Data		Amount
SLINID	PR Number	
1000AA	52945041	25000.00

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LLA :  
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31 RAE050TUPR

1000AB 52945044 25000.00

LLA :  
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RBB050RFPC

BASE Funding 50000.00  
Cumulative Funding 50000.00

MOD 02

1000AC 61356868 25000.00

LLA :  
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310602020

1000AD 61356863 25000.00

LLA :  
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310603010

1000AE 61356869 25000.00

LLA :  
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310601231

1000AF 61306237 50752.00

LLA :  
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31 ABJ0602T03

1000AG 61316326 47752.00

LLA :  
AG 97X4930 NH1E 000 77777 000178 2F 000000 31 ABG0605112

1000AH 61431559 20000.00

LLA :  
AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31 AAH0606111

1000AJ 61431632 20000.00

LLA :  
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 31 RAD0503512

1000AK 61431641 20000.00

LLA :  
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E3006B3121

1000AL 61431676 30000.00

LLA :  
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320605101

1000AM 61431707 15000.00

LLA :  
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320605101

MOD 02 Funding 278504.00  
Cumulative Funding 328504.00

MOD 03

1000AN 61805083 10500.00

LLA :  
AN 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320600T01

MOD 03 Funding 10500.00  
Cumulative Funding 339004.00

MOD 04

1000AP 62085311 10000.00

LLA :  
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 31 AAH06012TX

1000AQ 62085313 44694.00

LLA :  
AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320601141

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MOD 04 Funding 54694.00  
Cumulative Funding 393698.00

MOD 05

1000AR 62963250 20000.00  
LLA :  
AR 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310603010

1000AS 62963258 10000.00  
LLA :  
AS 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310603011

1000AT 62963263 45000.00  
LLA :  
AT 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310601231

MOD 05 Funding 75000.00  
Cumulative Funding 468698.00

MOD 06

1000AU 63035238 35000.00  
LLA :  
AU 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320705301

MOD 06 Funding 35000.00  
Cumulative Funding 503698.00

MOD 07

1000AV 63180993 5000.00  
LLA :  
AV 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320602291

MOD 07 Funding 5000.00  
Cumulative Funding 508698.00

MOD 08

1000AW 63468214 5000.00  
LLA :  
AW 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320705301

1000AX 63468221 20000.00  
LLA :  
AX 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E300703501

1000AY 63468223 30000.00  
LLA :  
AY 97X4930 NH1E 000 77777 0 000178 2F 000000 31 AAH0751011

1000AZ 63468226 30000.00  
LLA :  
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 31 RAD0603T03

1000BA 63468227 25000.00  
LLA :  
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320702211

1000BB 63468228 25000.00  
LLA :  
BB 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320705101

MOD 08 Funding 135000.00  
Cumulative Funding 643698.00

MOD 09

1000BC 70258556 13000.00  
LLA :  
BC 97X4930 NH1E 000 77777 0 000178 2F 000000 31 RAE050TUPR

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MOD 09 Funding 13000.00  
Cumulative Funding 656698.00

MOD 10

1000BD 70548342 35000.00  
LLA :  
BD 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310601221

MOD 10 Funding 35000.00  
Cumulative Funding 691698.00

MOD 11

1001AB 70714338 15000.00  
LLA :  
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E310601231

MOD 11 Funding 15000.00  
Cumulative Funding 706698.00

MOD 12

1001AC 71521425 22000.00  
LLA :  
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31 E320702251

MOD 12 Funding 22000.00  
Cumulative Funding 728698.00

MOD 13

100101 70714338 15000.00  
LLA :  
BE 97X4930 NH1E 000 77777 0 0001782F 000000 31E310601231

100102 71521425 22000.00  
LLA :  
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320702251

100103 71691096 20000.00  
LLA :  
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320702221

100104 71803655 158000.00  
LLA :  
BH 1771319 14RM 253 SASHP 0 068342 2D 005120 331270000010  
DOC. NO. N0002407WX11938 ACRN: AA

MOD 13 Funding 215000.00  
Cumulative Funding 943698.00

MOD 14

100105 71985646 20800.00  
LLA :  
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320702221

MOD 14 Funding 20800.00  
Cumulative Funding 964498.00

MOD 15

100106 72295994 25000.00  
LLA :  
BJ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320705501

100107 72295998 15000.00  
LLA :  
BK 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320701021

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MOD 15 Funding 40000.00  
Cumulative Funding 1004498.00

MOD 16

100108 72482075 35000.00  
LLA :  
BL 97X4930 NH1E 000 77777 0 000178 2F 000000 31E300703401

MOD 16 Funding 35000.00  
Cumulative Funding 1039498.00

MOD 17

100109 72648731 23000.00  
LLA :  
BM 97X4930 NH1E 000 77777 0 000178 2F 000000 31E310601241

MOD 17 Funding 23000.00  
Cumulative Funding 1062498.00

MOD 18

100110 73112330 14710.00  
LLA :  
BN 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320801161

MOD 18 Funding 14710.00  
Cumulative Funding 1077208.00

MOD 19

100201 73398877 31000.00  
LLA :  
BP 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320812102

MOD 19 Funding 31000.00  
Cumulative Funding 1108208.00

MOD 20

100202 80181179 20000.00  
LLA :  
BQ 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320812301

100203 80253605 50000.00  
LLA :  
BR 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320811101

MOD 20 Funding 70000.00  
Cumulative Funding 1178208.00

MOD 21

100204 80661124 63000.00  
LLA :  
BS 97X4930 NH1E 000 77777 0 000178 2F 000000 31E320812301

100205 80734262 21401.00  
LLA :  
BT 1771319 14RM 310 SASHP 0 068342 2D 005120 331270000010  
RCP#: N0002407WX11938 ACRN: AB

100206 80734301 8599.00  
LLA :  
BU 97X4930 NH1E000 77777 0 000178 2F 000000 31E320821027

MOD 21 Funding 93000.00  
Cumulative Funding 1271208.00

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MOD 22

100207 80860827 37000.00  
 LLA :  
 BV 97X4930 NH1D000 77777 0 061331 2F 000000 31E320811111

MOD 22 Funding 37000.00  
 Cumulative Funding 1308208.00

MOD 26

400001 93212897 15420.00  
 LLA :  
 BW 1761811 1317 252 XAWTL 0 068342 2D 000000 23180400001G  
 RCP: N0002409RX22089 ACRN: AB

MOD 26 Funding 15420.00  
 Cumulative Funding 1323628.00

MOD 27

400101 00198783 15000.00  
 LLA :  
 BX 97X4930 NH1D 000 77777 0 061331 2F 000000 31C4P1002309

MOD 27 Funding 15000.00  
 Cumulative Funding 1338628.00

MOD 28

400102 00260457 62152.00  
 LLA :  
 BY 97X4930 NH1D 000 77777 0 061331 2F 000000 31C4M1002001

400103 00260436 15420.00  
 LLA :  
 BZ 1781811 1317 253 XAWTL 0 068342 2D 000000 23181400001A  
 FUNDING: N0002410RX21103 ACRN: AA

MOD 28 Funding 77572.00  
 Cumulative Funding 1416200.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

### KEY PERSONNEL CLAUSE

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

(b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
  - (2) A complete resume of the proposed substitute;
  - (3) The hourly rates of the incumbent and the proposed substitute; and
  - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

### Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist[\*]and the Task Order Manager

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(TOM)[\*]. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

## NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted

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## **SECTION I CONTRACT CLAUSES**

All clauses per the basic contract are applicable.

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## **SECTION J LIST OF ATTACHMENTS**

ONE (1) ATTACHMENT - CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423-2)

Technical Instruction TI-14 dated 17 July 07

Technical Instruction TI-15 dated 17 August 07

Technical Instruction TI-16 dated 5 September 07

Technical Instruction TI-18 dated 3 December 07