

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 32. AMENDMENT/MODIFICATION NO.  
453. EFFECTIVE DATE  
30-Aug-20174. REQUISITION/PURCHASE REQ. NO.  
13006301075. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00024

7. ADMINISTERED BY (If other than Item 6)

CODE

S3915A

Naval Sea Systems Command (NAVSEA)

DCMA SURFACE COMMUNICATION AND  
SUPPORT SYSTEMS PHILADELPHIA

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

McKean Defense Group, LLC  
1 Crescent Drive, Suite 400  
Philadelphia PA 19112-1015

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4078-EH01

10B. DATED (SEE ITEM 13)

14-Jan-2011

CAGE CODE  
OPT02

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)

**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) 43.103(a)(3)

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)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

\_\_\_\_\_  
(Signature of person authorized to sign)

08-Sep-2017

BY \_\_\_\_\_  
(Signature of Contracting Officer)

08-Sep-2017

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

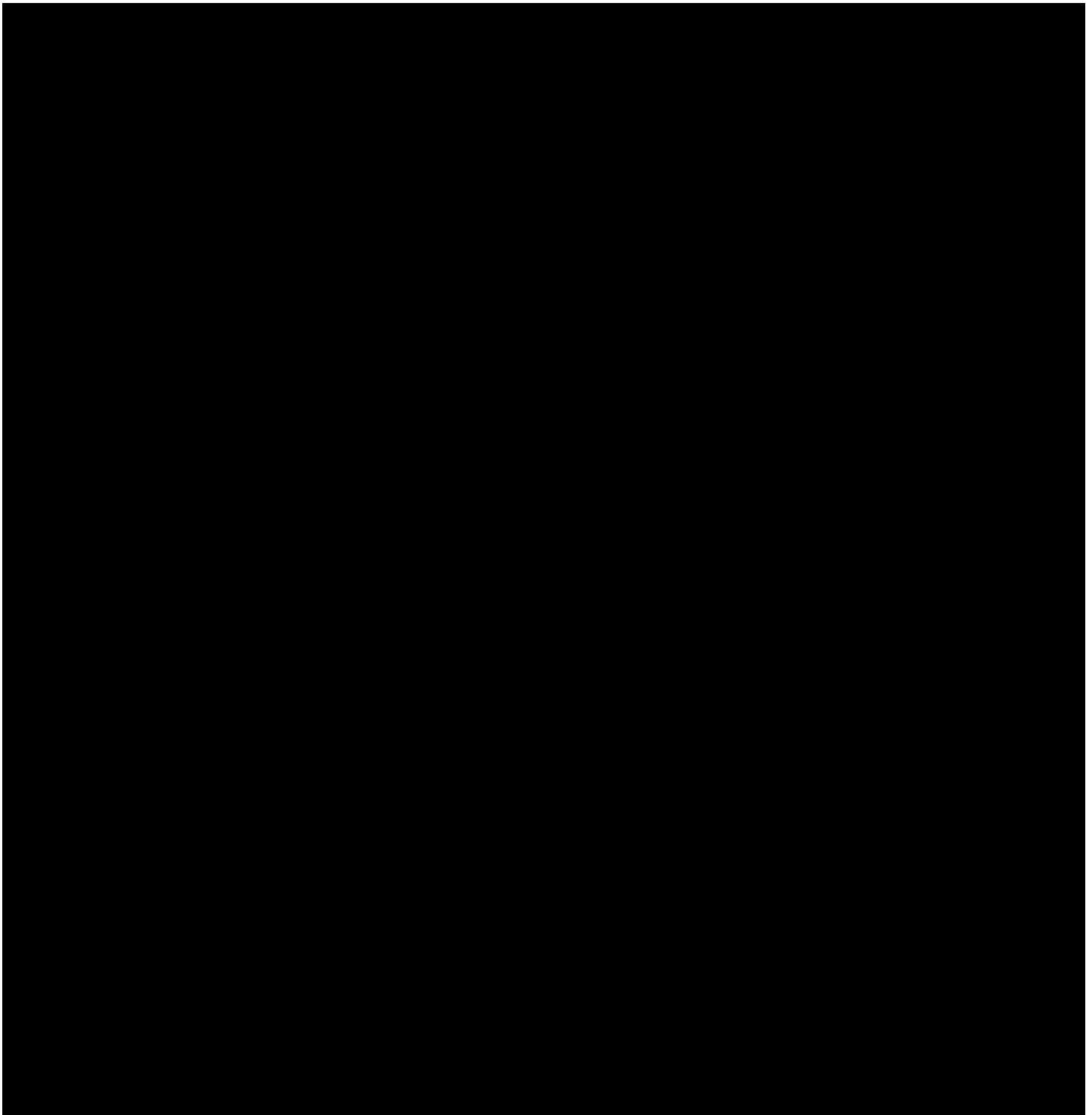
**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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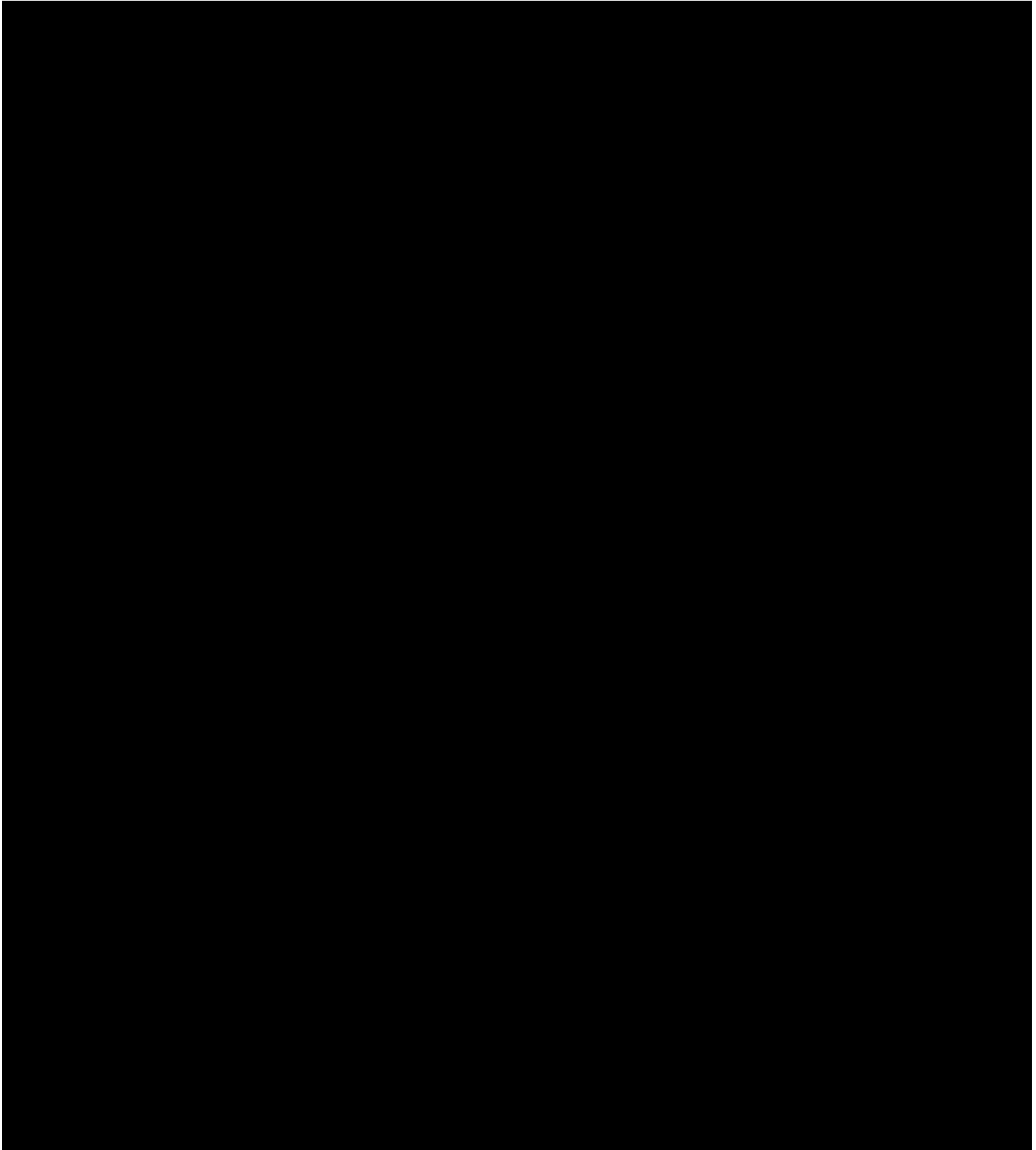
## GENERAL INFORMATION

The purpose of this modification 45 to N00178-04-D-4078-EH01 to:

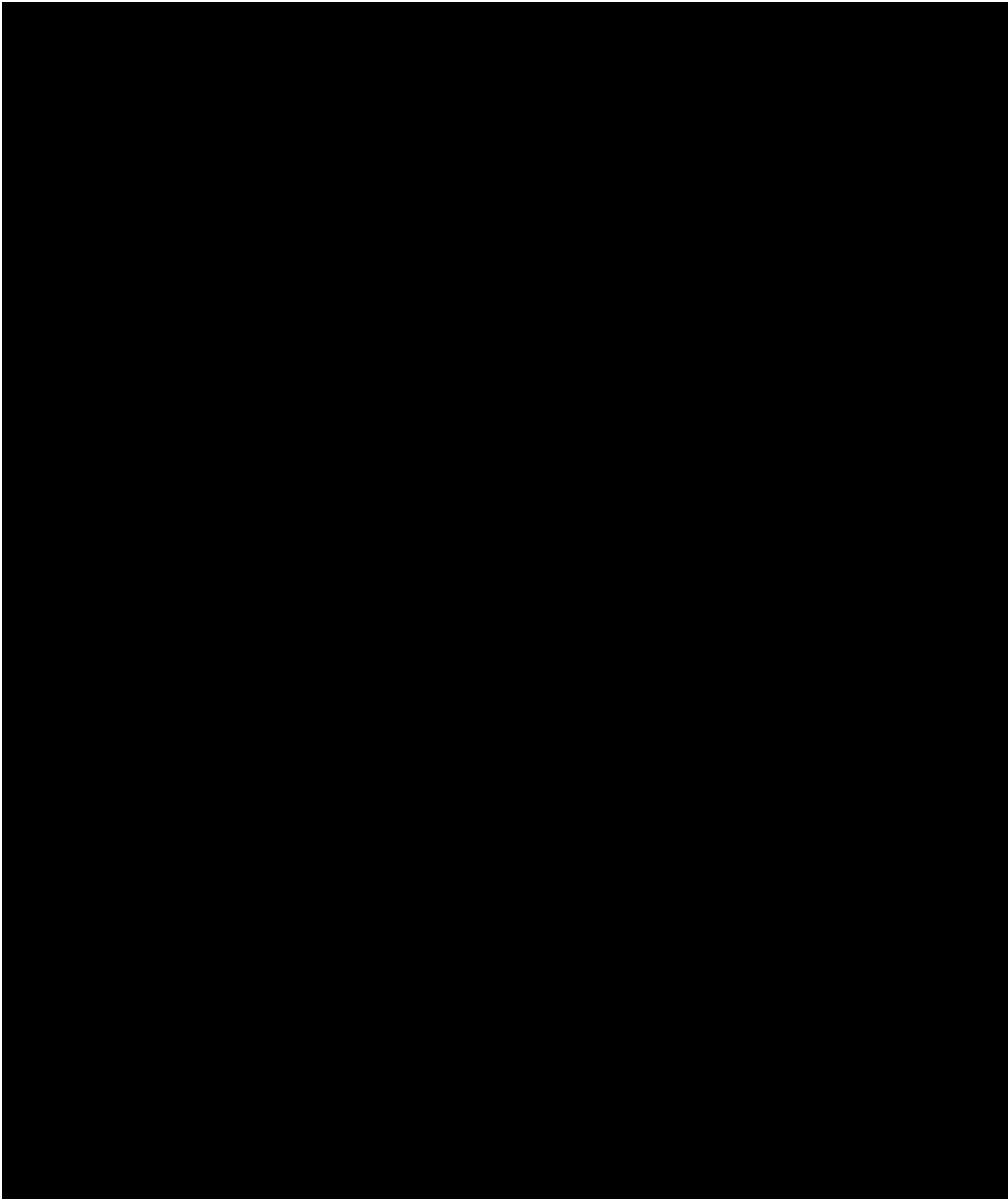
Note: Per NAVSEA 5252.216-912 LEVEL OF EFFORT (DEC 2000), the Contractor agrees to provide a total of effort (LOE) of 1,436,426 man-hours of direct labor, including subcontractor labor, for the performance of work described in Sections B and C of this contract. In consideration of this, the parties contemplate an estimated unexecuted LOE in excess of 46,000 man-hours and a continued need for services as described in Section C. Therefore, the Contractor is directed to continue performance in accordance with this modification.



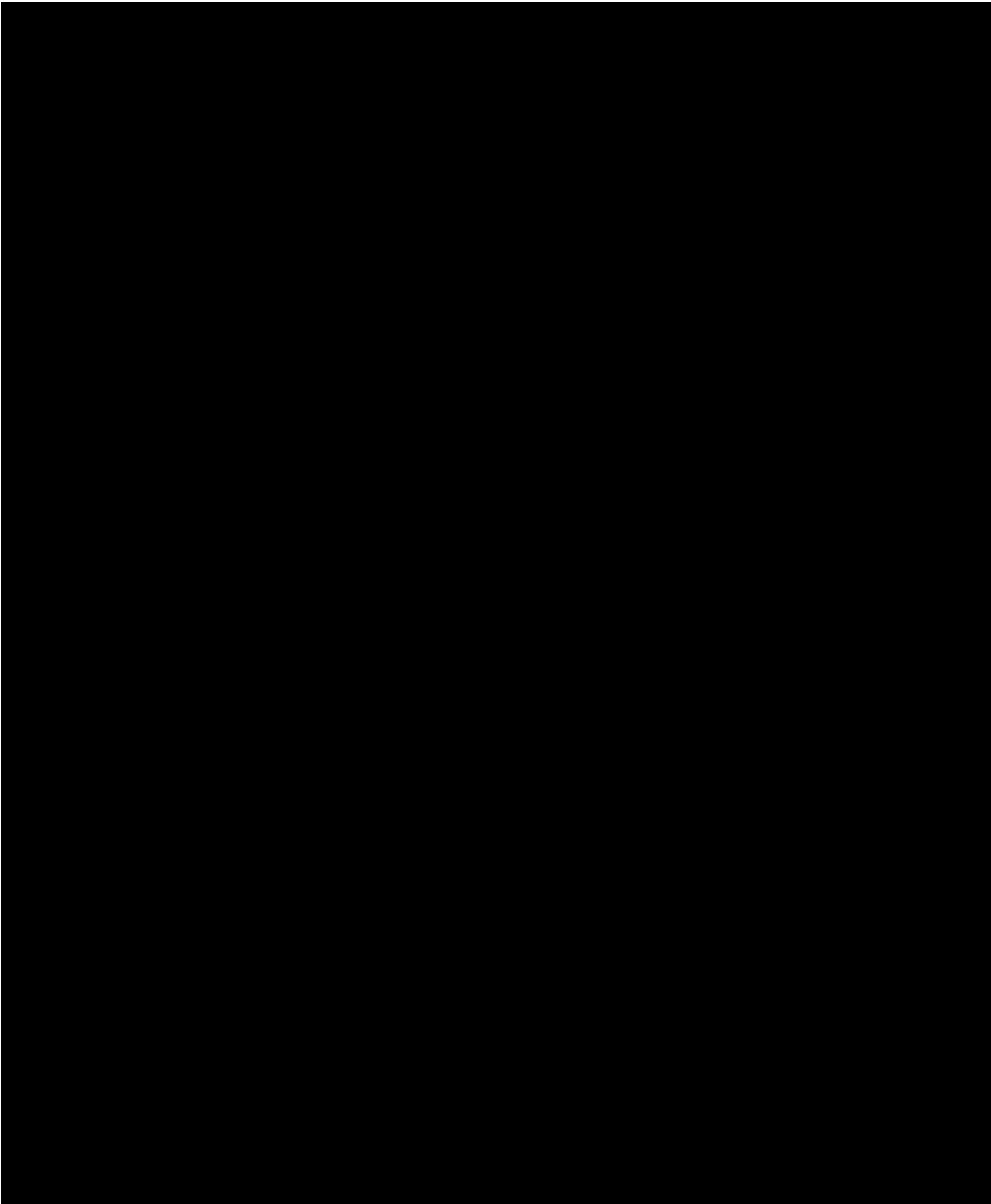
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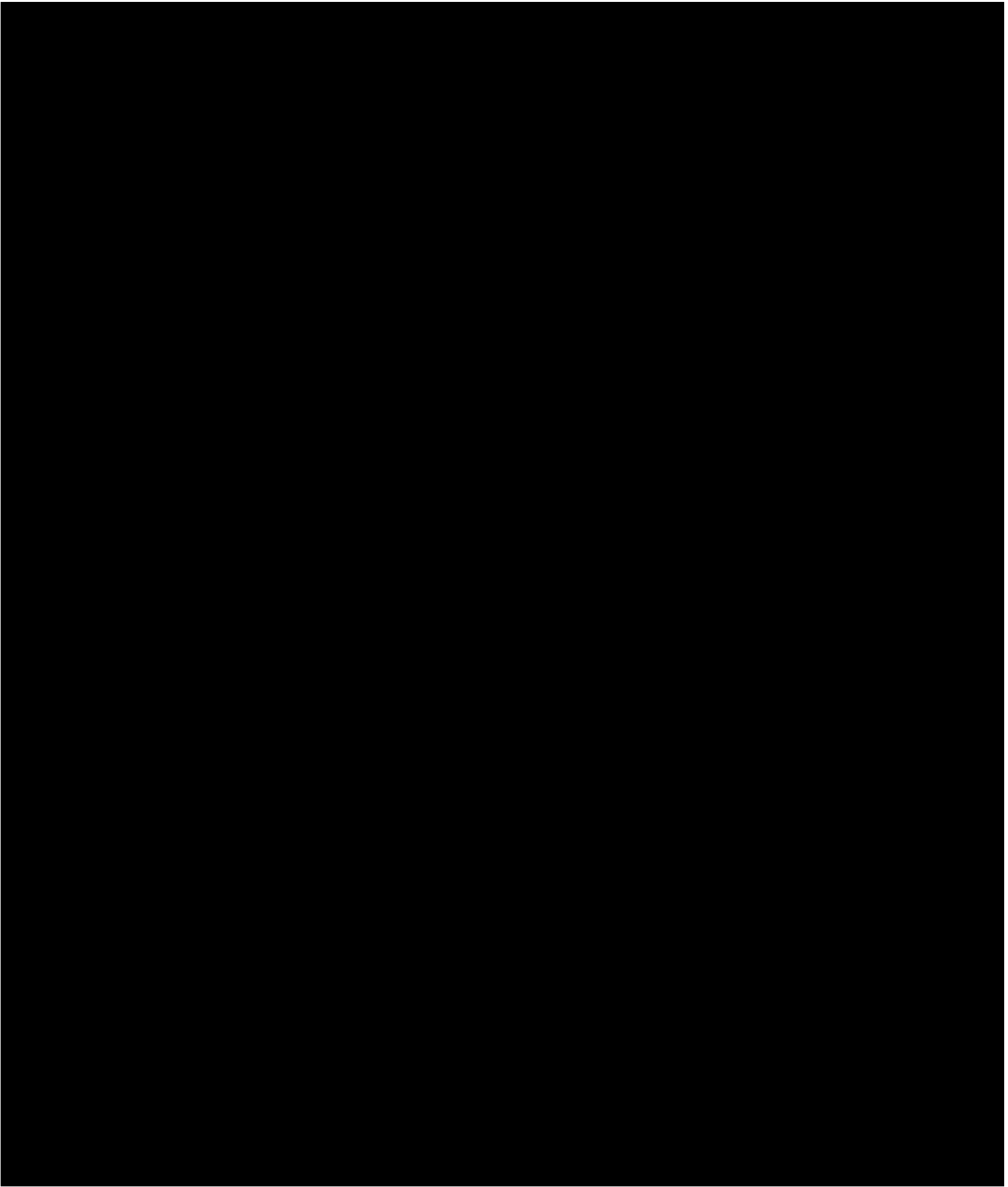
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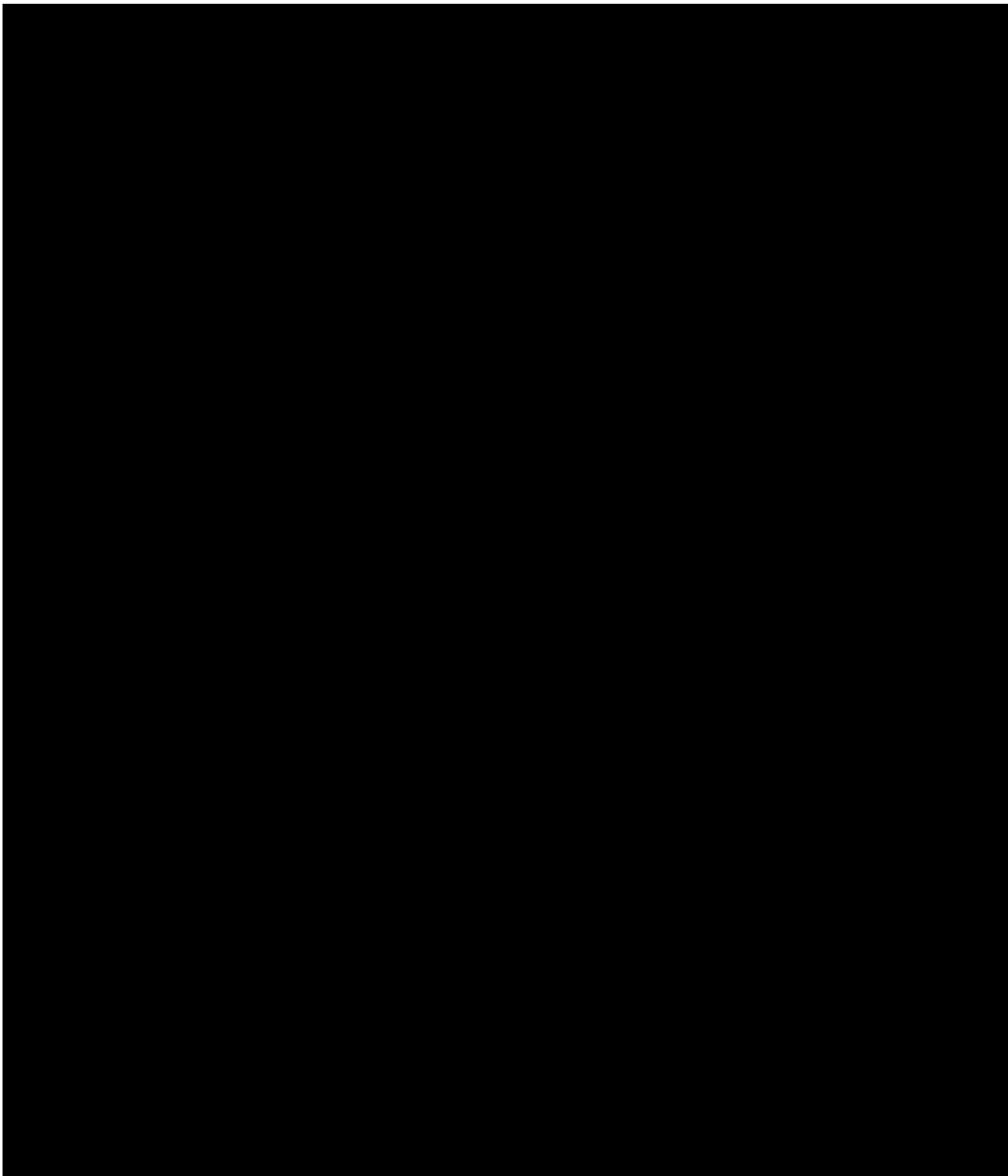
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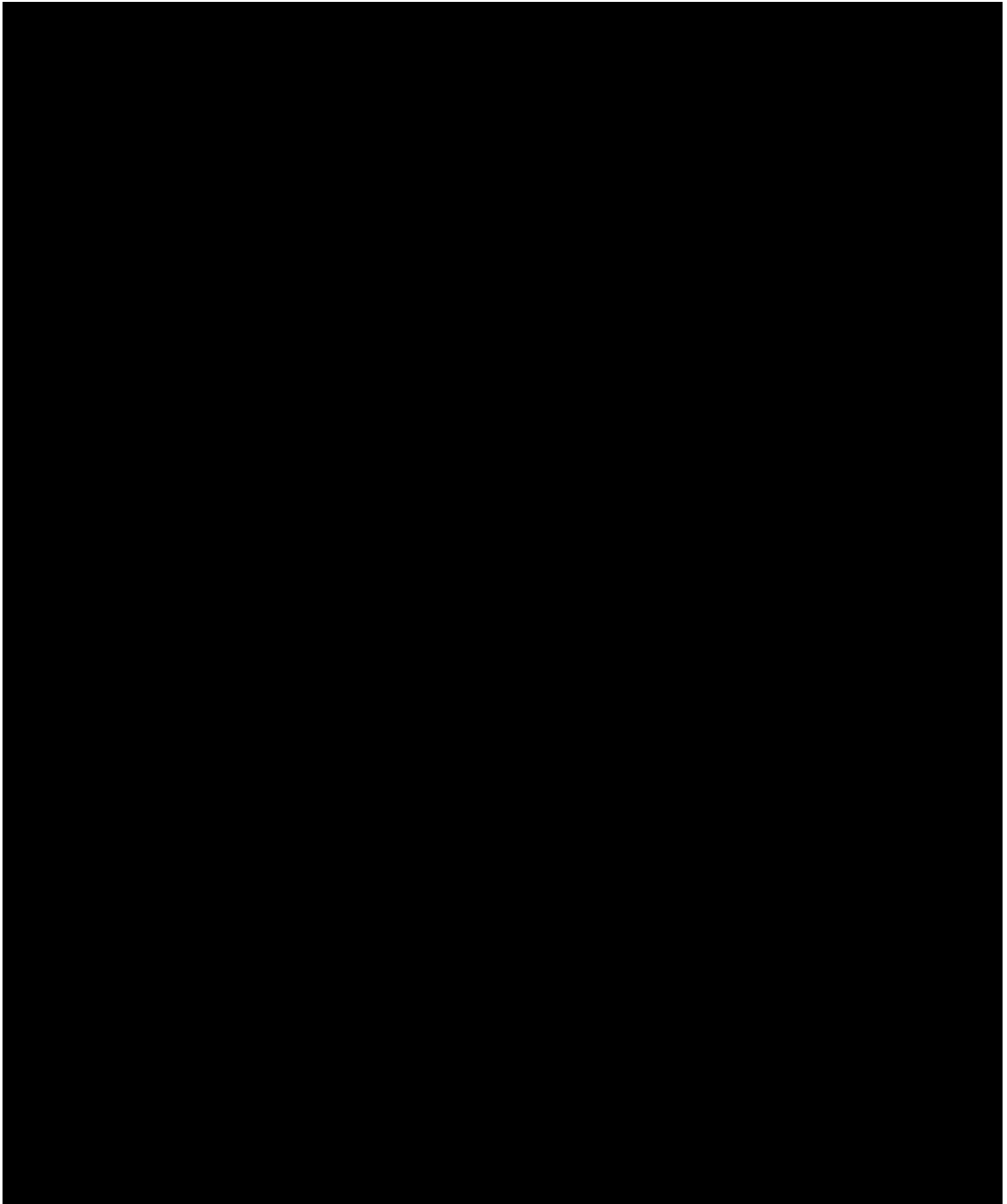
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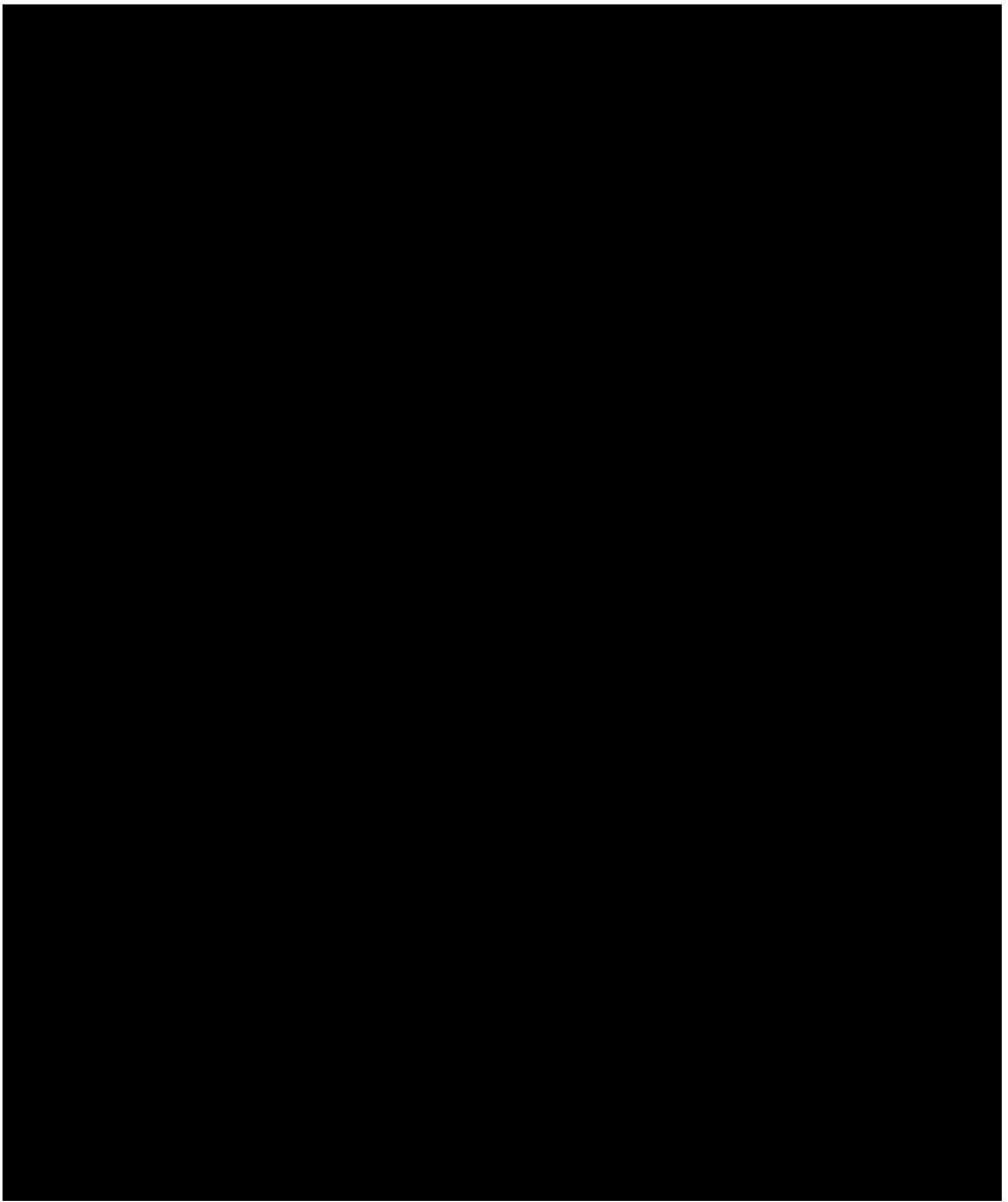


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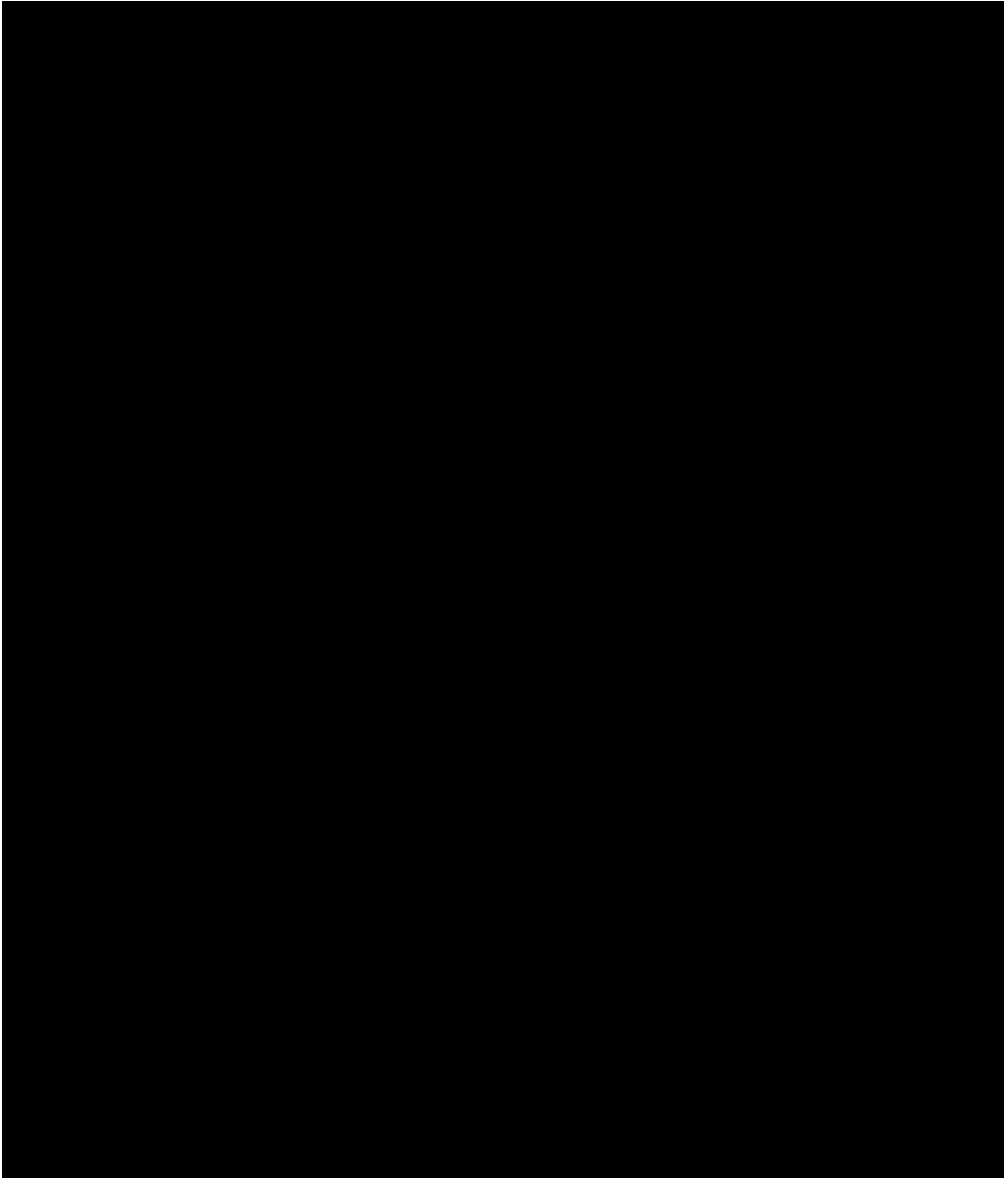




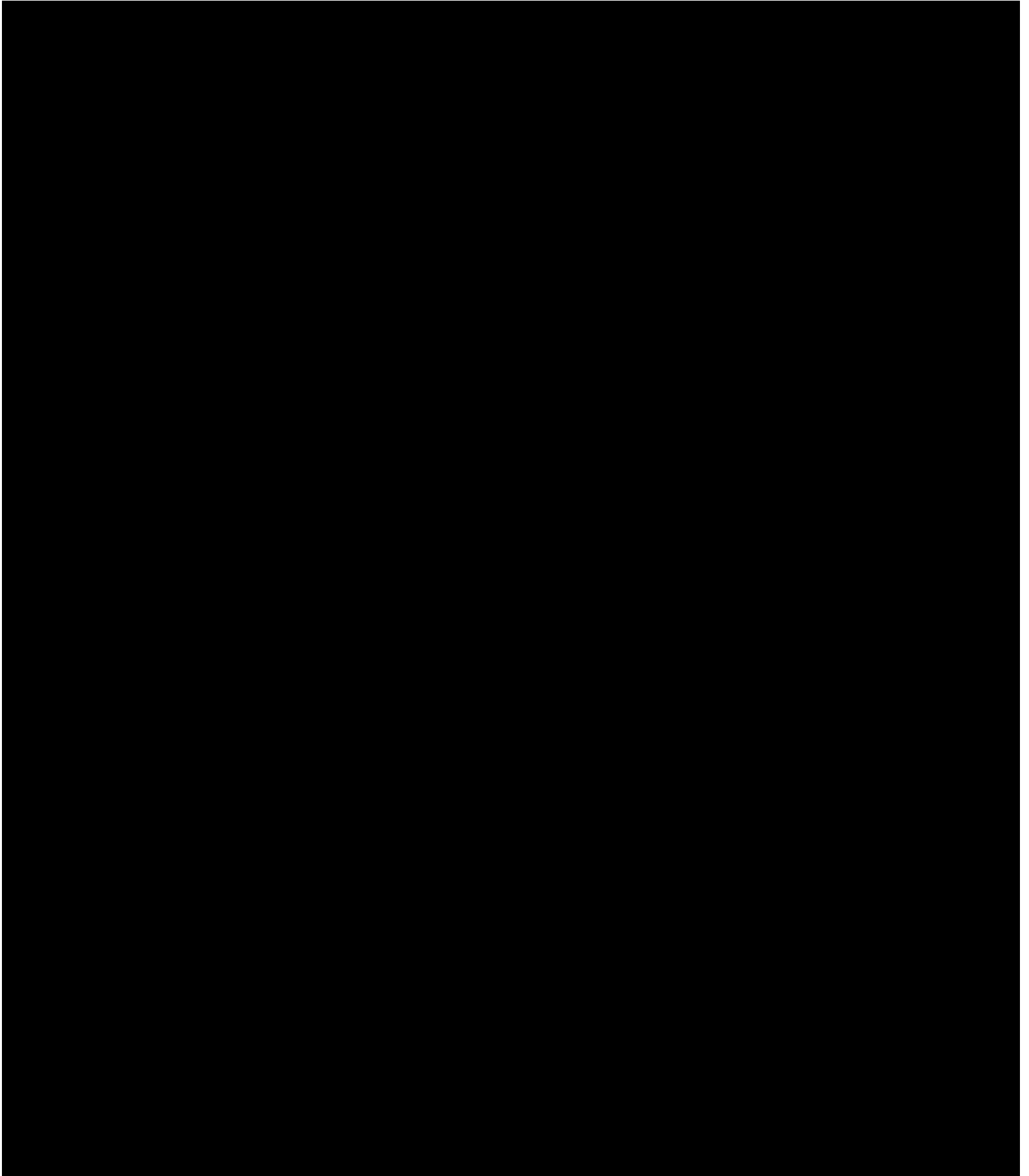
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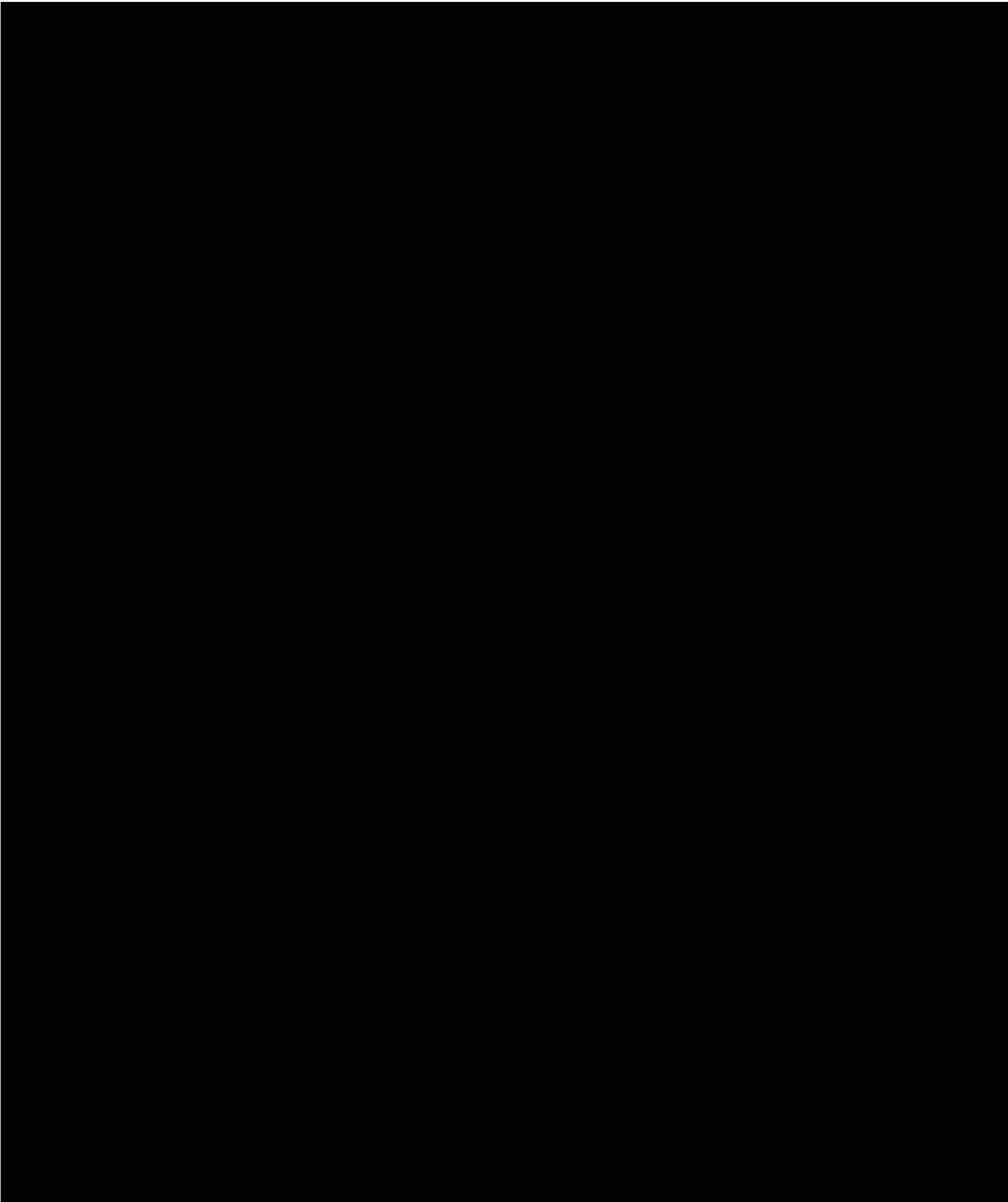
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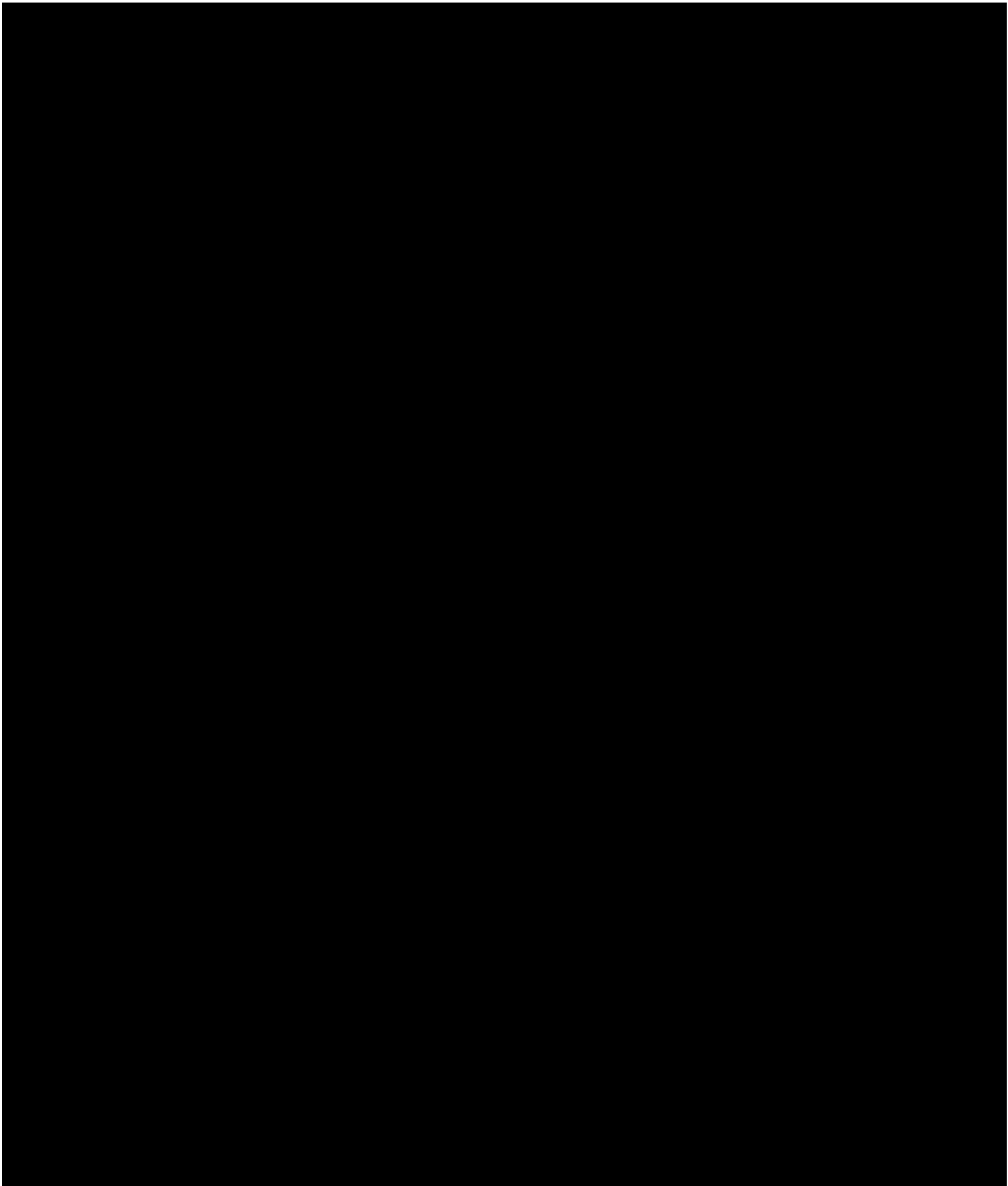
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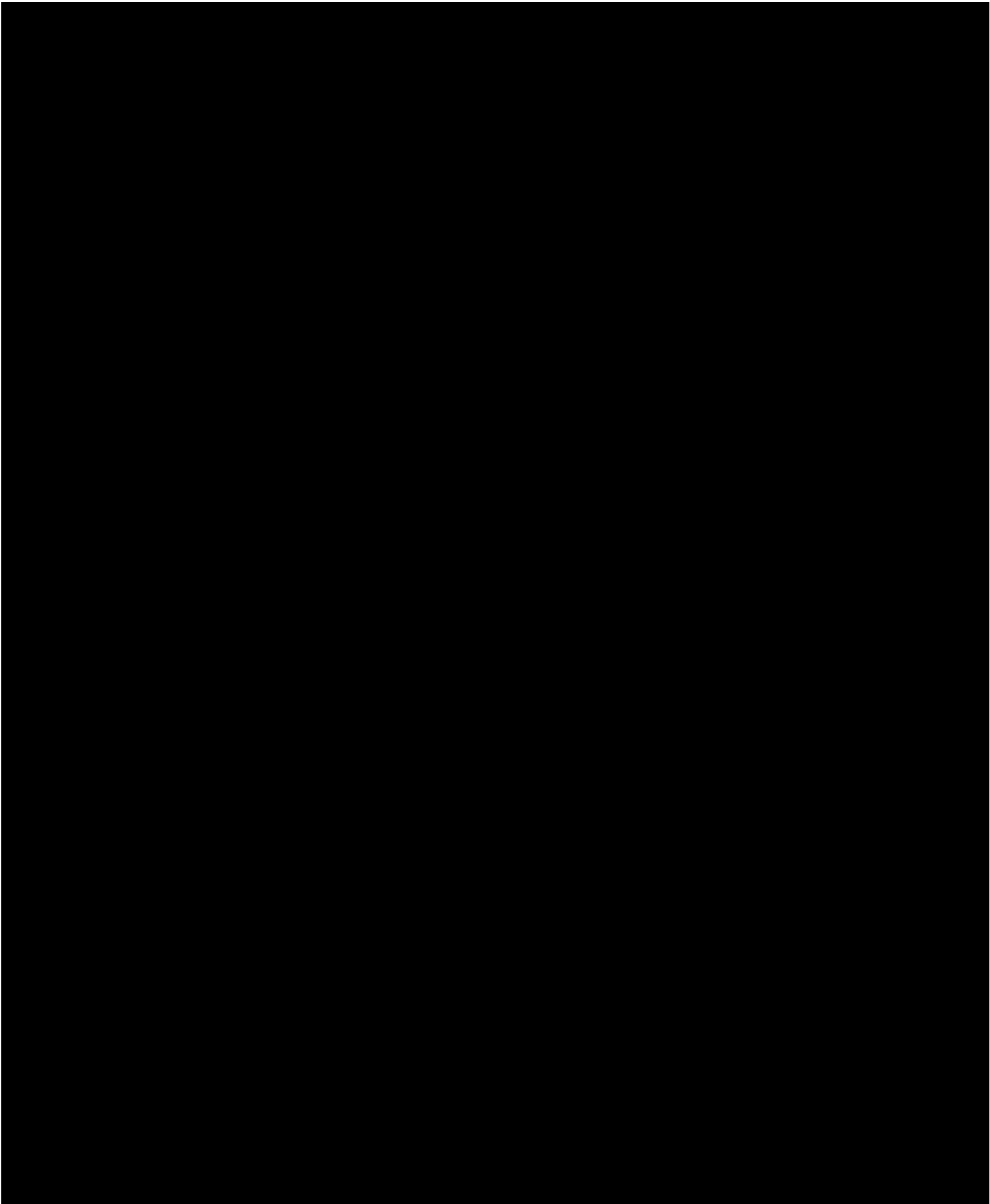
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NOTE: Offerors shall complete the TBD items in the above table and submit as part of the proposal response to this solicitation.

(i) The *final* Award Fee pool for Option CLINs 4101, 4201, 4301, 4401, 4501 (if and to the extent options are exercised) shall be calculated by multiplying the allowable hours worked under the CLINs by the rate per hour in the award fee potential column specified in the table above. The *final* award fee pool amount will be determined by the number of Level of Effort allowable hours worked, including subcontractor hours. The fee earned under the Award Fee portion of the fee structure will be based on the Award Fee score given by the Fee Determining Official (FDO) as stipulated in the below award fee plan, paragraph (b).

(ii) The *final* CPIF target cost for Option CLINs 4100, 4200, 4300, 4400, 4500 (if and to the extent options are exercised) shall be determined by multiplying the number of Level of Effort allowable hours worked, including subcontractor hours, under the Option CLINs by the rate per hour in the target cost column, including cost of money, specified in the table above.

(iii) The *final* CPIF target fee for Option CLINs 4100, 4200, 4300, 4400, 4500 (if and to the extent options are exercised) shall be determined by multiplying the number of Level of Effort allowable hours worked, including subcontractor hours, under the Option CLINs by the rate per hour in the target fee column specified in the table above.

(iv) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the *final* target cost for Option CLINs 4100, 4200, 4300, 4400, 4500 (if and to the extent options are exercised). See the Incentive Fee clause (FAR 52.216-10) in Section I for further information on how the target cost and target fee are determined and the fee earned is calculated.

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(2) Responsibilities:

Fee Determining Official (FDO):

- Approves the membership of the AFRB
- Reviews recommendations of the AFRB and determines the amount of award fee earned and payable to the contractor for each evaluation period. When the FDO determines a fee other than that recommended by the AFRB, a written rationale will be provided for the period.
- Provides written notification to the Contracting Officer within 60 calendar days of the end of the award fee evaluation period and upon determination of the award fee amount to authorize issuance of a unilateral modification setting forth the specified award fee.
- Provides an award fee authorization letter to the contractor when authorized by the Contracting Officer. A summary evaluation, including the rating assigned to each evaluation area will be included as an attachment.
- Discusses evaluation findings with the contractor, as necessary.

Award Fee Review Board (AFRB):

- Collects and reviews reported metrics from performance monitors and compiles a recommended rating for each evaluation factor and provides a summary evaluation to the FDO.
- Completes the summary evaluation within 60 days after the evaluation period ends.

Contracting Officer:

- Reviews the award fee documentation and advises the FDO as to when the unilateral Task Order modification to authorize the payment of the award fee may be executed.
- Issues a unilateral modification to the Task Order to authorize payment of the award fee within fifteen (15) calendar days of receipt of the written notification from the FDO.

(3) Evaluation Criteria. The Government will evaluate the qualitative evidence submitted to the Government by the Contractor at the conclusion of each evaluation period in addition to any other relevant evidence related to the Contractor's performance based on the following criteria to determine the Award Fee payable, if any, under this provision.

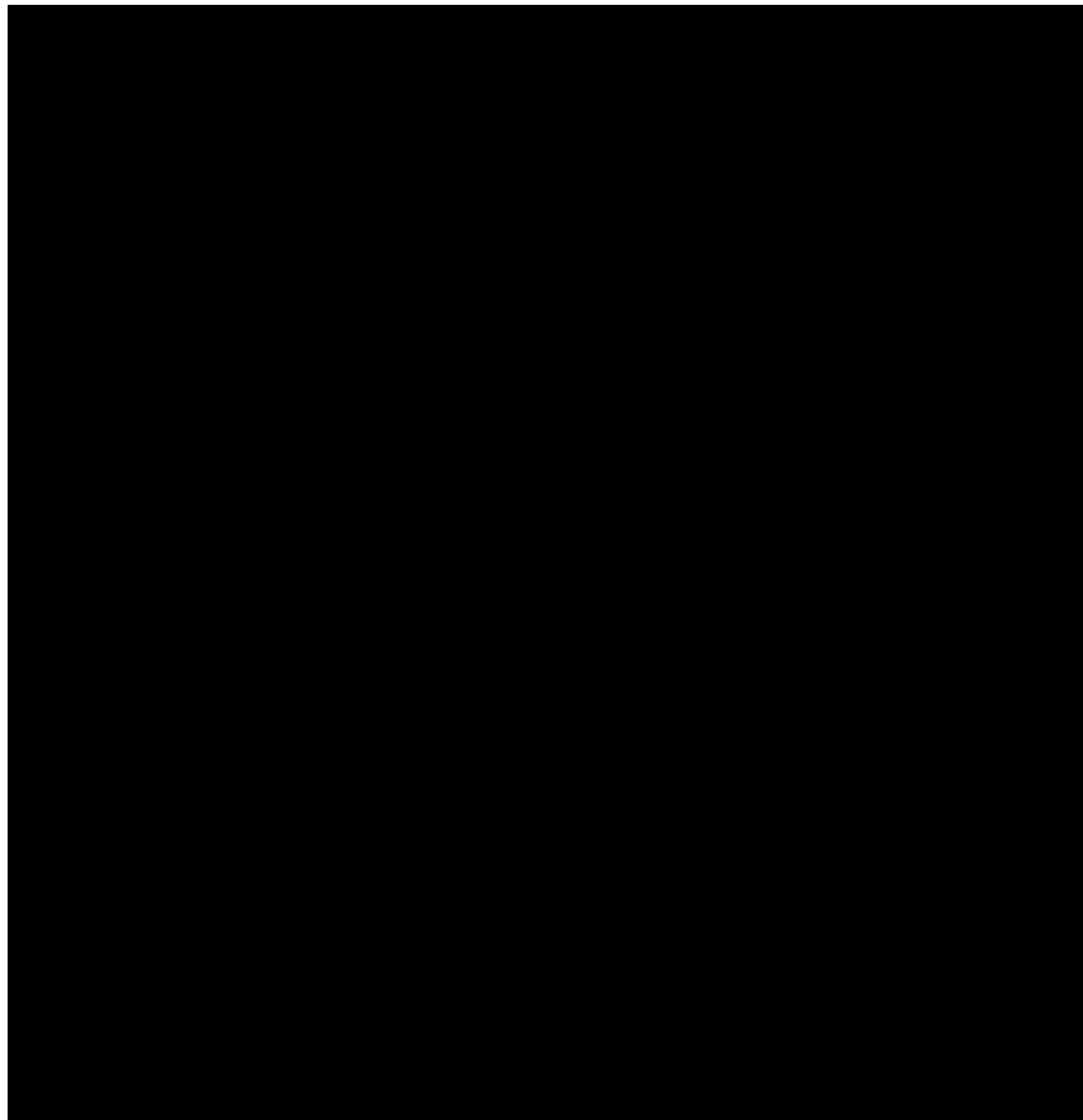
- Factor No. 1 Management Performance. Cost, schedule, technical, security, organizational conflict of interest and personnel management is performed to: demonstrate funds and fiscal management, and avert cost overruns; deliver services and products on time; provide high quality technical services and products; properly manage access to proprietary, official use only, and classified data; be free of organizational conflicts of interest and provide highly qualified personnel assigned with duties, responsibility, and authority to achieve project goals ahead of schedule and within estimated cost focused on team integration with the SEA21 organization. Lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information,



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both technical and contractual, in order to meet project goals. Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including: risk assessments; trade off analysis between cost, schedule, and performance; plan of action; and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.

-- Factor No. 2 Technical Performance. Subject matter expertise is provided that meets the requirements of the task order, with high quality and timeliness of work products/deliverables and services provided.



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(7) Change Procedure. It is anticipated that award fee evaluation criteria may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned, to identify new approaches to measuring the quality of services/deliverables received, and to incentivize continuous improved performance in the regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification, no later than thirty (30) calendar days prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change criteria prior to the start of an Award Fee period.

(8) Definitions.

**Award Fee:** An additional fee which the Contractor may earn in whole or in part under the Task Order. The amount of fee earned is determined by the Fee Determining Official (FDO) on the basis of an biannual evaluation of contractor performance using specified evaluation criteria outlined herein.

**Evaluation Periods:** The Government will evaluate the contractor's performance biannually at evaluation periods at the mid-point (6 months) and at the conclusion (12 months) of CLINs/SLINs performance, at the Government's discretion. The first period shall begin upon exercise of the Option Year One (1) CLINs.

**Fee Determining Official (FDO):** A designated Government official who will review recommendations of the Award Fee Review Board (AFRB) and determine the amount of award fee earned by the Contractor.

**Award Fee Review Board (AFRB):** A committee of Government officials responsible for assessing the Contractor's performance during each evaluation period and recommending to the FDO an award fee amount.

**Award Fee Evaluation Criteria:** Specific factors which detail the various elements of performance and upon which performance is evaluated.

(9) Award Fee Process.

**Available Award Fee Pool.** The amount of Available Award Fee will be determined as described in this provision (paragraph (a)(2)(i)) at the end of each evaluation period.

**Evaluation Criteria.** If the Contracting Officer does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding evaluation period will be used in the following Award Fee evaluation period. Modifications to the Award Fee Plan shall take effect in the next evaluation

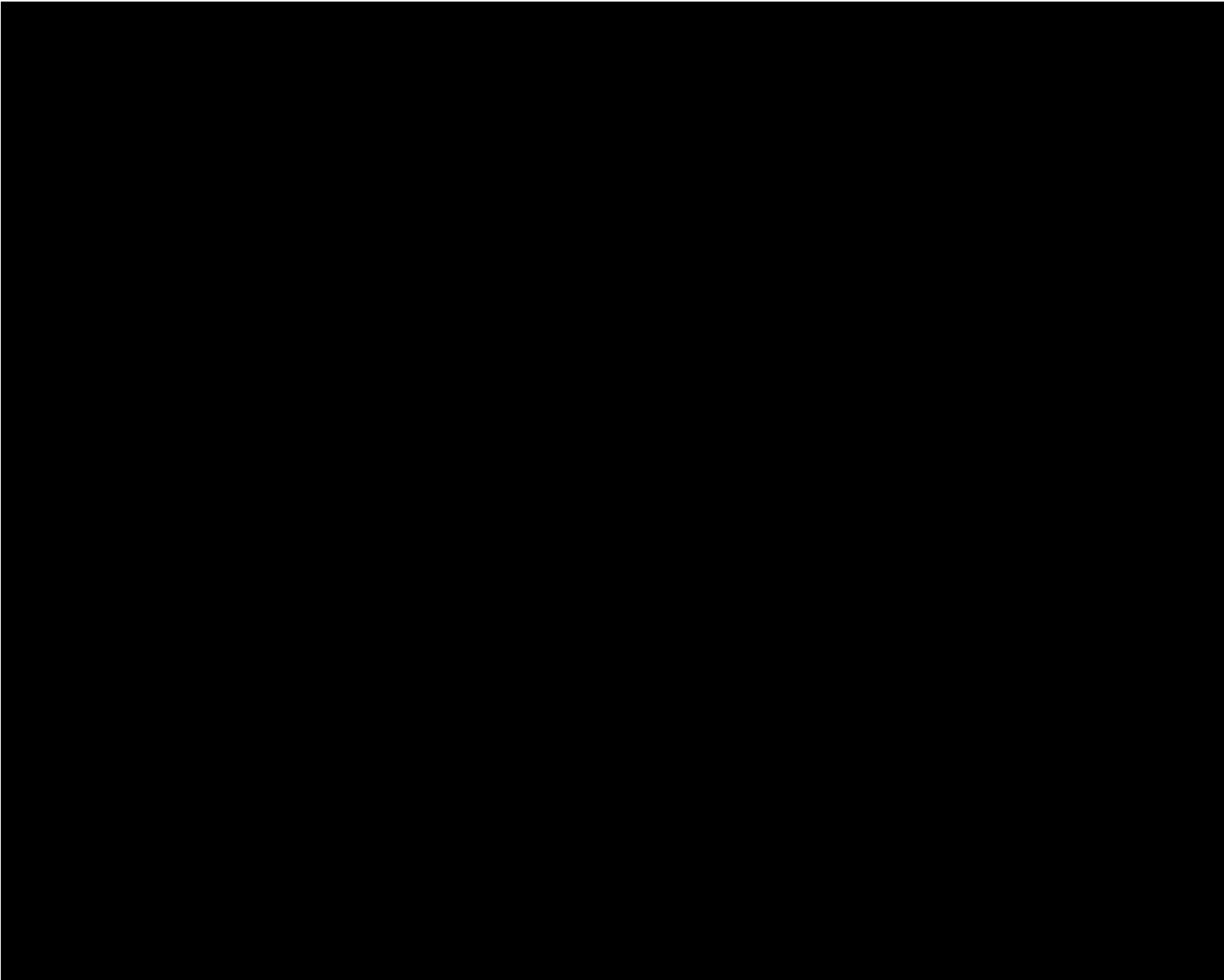
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period.

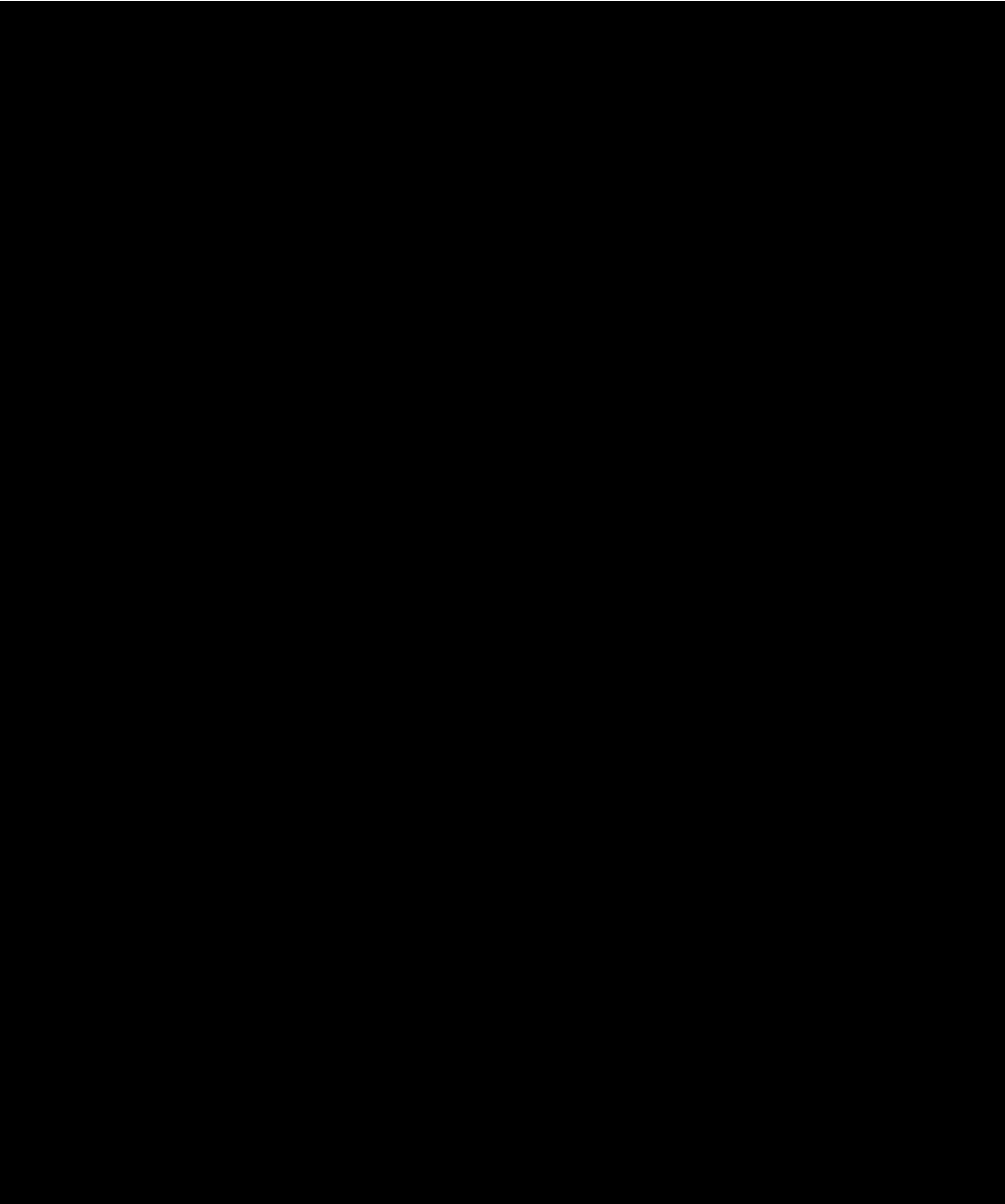
Self-Evaluation Process. The Contractor shall provide the Government with a written self-evaluation not to exceed twenty-five (25) pages in length which addresses the evaluation factors not later than fourteen (14) calendar days after the submission of the final cost reporting for the last month of the evaluation period.

Evaluations. The Government Task Leads shall provide evaluation reports to the Contracting Officer's Representative who shall consolidate the evaluation reports and make calculations of the recommended earned award fee for the period for submission to the AFRB. The AFRB shall consider the consolidated report and recommended earned award fee for the period submitted by the COR and will brief the evaluation report and recommendation to the FDO. The Contractor self-evaluation will be provided to the COR and will be forwarded with the AFRB evaluation report and recommendation to the FDO. The FDO determines the overall grade and determines the amount of Award Fee earned for the evaluation period within ninety (90) calendar days after each evaluation period ends. The FDO letter informs the Contractor of the evaluation results. If the Contractor earns Award Fee, the Contracting Officer issues a Task Order modification within thirty (30) calendar days after the FDO's determination to authorize payment of an Award Fee amount.

*Note: Upon award, the successful Offeror's proposed maximum Incentive Fee Percentage, if less than the solicitation stated thresholds, will be incorporated in the above clause and in FAR 52.216-10 INCENTIVE FEE in Section I.*



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK**

#### **SURFACE SHIP LIFE CYCLE MANAGEMENT ACTIVITY SUPPORT SERVICES**

##### **1.0 BACKGROUND:**

The Surface Ship Life Cycle Management (SSLCM) Activity was established to provide centralized surface ship life cycle maintenance engineering, and class maintenance planning and management closely aligned with the Fleet, Surface Warfare Enterprise and NAVSEA needs and priorities. As an element of the SEA 21 organization, the SSLCM Activity shares SEA 21's primary mission to maintain and modernize in-service ships throughout their life-cycle. Surface ship life cycle maintenance management is centered around a complete, well engineered, and continuously improving Integrated Class Maintenance Plan (ICMP), that facilitates the Planning, Programming, Budgeting and Execution (PPBE) process, streamlines maintenance processing, increases maintenance productivity, and achieves Surface Ship Expected Service Life goals.

Consistent with this critical and complex mission is a need for professional support services to assist Government personnel to efficiently and effectively deliver life cycle maintenance and war-fighting capability to the Fleet.

##### **2.0 PURPOSE:**

This solicitation seeks Program Management, Engineering, Logistics Management, and Administrative Support to the SSLCM Activity in the areas of Maintenance Management and Processing, Life Cycle Maintenance Engineering, and Mission and Knowledge Management Support. The contractor shall provide assistance as required in accordance with the statement of work. The contractor shall provide support for all SSLCM Activity tasks including, but not limited to, surface ship life cycle maintenance engineering, and class maintenance planning and management. This task order will provide support to SSLCM Activity staff as required. The contractor shall provide forward thinking, innovative, and well integrated/coordinated best practices that support the SSLCM Activity and SEA 21, with their collective responsibility to satisfy both current and future Navy needs for ships.

##### **3.0 SCOPE:**

In conjunction with performance under a performance based environment, the performance standards and assessment plan described below are applicable to the total scope of services being performed under this task order, unless otherwise indicated.

##### **4.0 PERFORMANCE OBJECTIVE:**

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The contractor shall provide surface ship life cycle maintenance and management knowledge experts who keep pace with the changing climate and provide information and assessments of that information to Government task manager(s) on issues and topics that may affect the execution of SSLCM Activity functions, products and services. The contractor staff will be led by a management team leader who will ensure the Government task manager(s) and Task Order Manager (TOM) are provided timely notification when personnel or other task order delivery changes arise that affect task order performance.

## **5.0 PERFORMANCE STANDARDS:**

The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance:

- The delivery requirements shall be consistent with the needs of the mission as identified by task managers.
- Technical and status reports shall be factually accurate and complete, reflect high-quality, and adhere to due dates and deadlines.
- Deliverables, including studies and analyses, assessments, reports, attendance at workshops and conferences, presentations and briefings, training sessions, and other mission and knowledge management functions, shall be measured through direct customer feedback. The awardee will solicit feedback at regular intervals, with periodicity not to exceed once a quarter, and at Government designated events, as applicable. The awardee shall maintain this feedback in its files for the life of the task order.
- Services shall reflect innovative technological and management techniques employed to increase efficiencies and control cost.

## **6.0 ACCEPTABLE QUALITY LEVEL:**

Acceptable quality for reports, briefings and other physical deliverables shall be defined as being free of spelling errors, free of grammatical errors, formatted correctly, and fully coordinated with any stakeholders. All deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, Project, Program Manager, and other application programs.

All deliverables and tasks performed shall adhere to the requirements set forth herein, or subsequently identified by the Government, as it pertains to surface ship life cycle management.

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## **7.0 MONITORING METHOD:**

The Government will review and assess all deliverables and products. The contractor will provide bi-monthly reports of work accomplished, including a record of active and completed tasks, and a statement of whether the sponsor was satisfied or not satisfied based on customer feedback.

## **8.0 GENERAL REQUIREMENTS:**

Contractor on-site support services are required but not limited to the Norfolk, VA, San Diego, CA, Mayport, FL Metropolitan areas. Contractor on-site support services may be required for the Washington, DC Metropolitan area. The contractor also needs to maintain a short or long term presence at other areas of Fleet concentration, including Outside the Continental United States (OCONUS).

The contractor shall possess knowledge of the principles associated with U.S. Navy surface ship life cycle and class maintenance, and also an ability to proactively manage the multitude of organizational interfaces, maintenance processes, and technical and fiscal challenges associated with a multi-billion dollar public and private sector maintenance environment.

The Contractor shall be proficient with current versions of Microsoft Office, including Microsoft Project and Microsoft VISIO, as utilized by SEA 21 and the SSLCM activity.

The contractor shall produce graphics products including, but not limited to, briefing slides, metric charts, program schedules, and organizational charts.

The contractor shall have an electronic mail capability and be able to communicate with the SSLCM Activity, its field offices, the SEA 21 front office staff, program offices, matrixed organizations, and other team members. Microsoft Outlook mail is preferred to communicate and coordinate meetings and schedules with SEA 21. The contractor must have the capability to interface via electronic mail and must provide Internet email addresses for all employees supporting this task.

The contractor shall be able to interface and access all required web-collaborative tools, such as IDEs, including PEO Ships IDE Service Center, Sharepoint, and other systems/applications pursuant to task completion to include, Navy Data Environment (NDE), Navy Maintenance Database (NMD), and Maintenance and Ship Work Planning (M&SWP). The contractor shall also have video teleconferencing and video email capability.

The contractor is responsible for identifying the number and type of Navy/Marine Corps Intranet (NMCI) seats needed for their own use to support the requirements of the Statement of Work. The contractor will negotiate and procure NMCI seats directly from the NMCI vendor as required. The Government's estimate of the number of NMCI seats required is:



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## **9.0 SECURITY REQUIREMENTS:**

Much, but not all of the work under this task order shall be UNCLASSIFIED. A portion may be classified at the CONFIDENTIAL or SECRET level. Security Requirements pertaining to “Facility” and “Personnel” are as follows:

### **9.1 FACILITY:**

Capability to store up to SECRET in a secure container in accordance with OPNAVINST 5513 Series.

Ability to work with SECRET material (may be restricted room or area).

Does not require classified open storage.

### **9.2 PERSONNEL:**

All personnel must be U.S. citizens.

All key personnel must have SECRET clearances.

Non-key personnel may require SECRET clearances if their duties will require access to classified documents.

## **10.0 SPECIFIC TASKS:**

The contractor shall provide Program Management, Engineering, Logistics Management, and Administrative Support services in the following areas.

### **10.1 The contractor shall provide Maintenance Management and Processing Support Services**

- Maintain the accuracy, content, integrity of and accessibility to the Integrated Class Maintenance Plan (ICMP) and the Maintenance and Shipwork Planning (M&SWP) for surface ships.
- Support a robust engineering process within SSLCM reviews of proposed changes (additions,

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deletions, modifications) to Fleet Modernization Program (FMP) requirements.

- Ensure each ICMP task (scheduled and unscheduled) contains the correct technical specifications, properly referenced, with revision controlled procedure(s).
- Review Planned Maintenance System (PMS) Force Revisions for changes and provide changes that affect ICMP requirements.
- Review other ICMP referenced procedure(s) and/or master specification(s) for changes, (e.g., Naval Ships Technical Manuals (NSTM), Master Specification Catalog (MSC), General Specifications for Overhaul (GSO), and Naval Vessel Rules (NVR)) and provide changes.
- Document and provide copies of Government authorized changes resulting from Reliability Centered Maintenance reviews.
- Where procedure(s) and/or master specification(s) are missing from the ICMP requirement, request assistance from the authorized engineering agent.
- Draft and provide updates to the ICMP requirements' man-day and material cost estimates from a review and analysis of actual return costs.
- Establish and maintain the links between Ship Configuration Logistic Support Information System (SCLSIS) and the ICMP to create OPNAV Form 4790/2Ks (Ship's Maintenance Action Form) reflecting latest documented ship configuration.
- Review weekly SCLSIS change reports for changes that affect ICMP requirements and provide changes that affect ICMP requirements.
- Request assistance from the cognizant engineering agent for those changes that may affect ICMP requirements.
- Inform Regional Maintenance Center (RMC) Maintenance Teams, Class Squadrons (CLASSRONs), and Activities of approved changes affecting in-process ICMP Work Candidates (OPNAV Form 4790/2K).
- Enter required ICMP changes as a result of Navy Modernization Process (NMP) modernization Ship Changes (SC).
- Obtain and maintain Chief of Naval Operations (CNO) Availability Ship Change Authorization letters.
- Assist in the development of ICMP tasks for Program and Fleet Modernization requirements with associated configuration data for each applicable hull.

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- Assist in the adjudication of Technical Feedback Reports (TFBR) pertaining to ICMP requirements with the authorized engineering agent and Ship Design Manager.
- Assist with and coordinate ICMP Processing activities, including the development, maintenance and monitoring of Baseline Availability Work Packages (BAWPs) / Availability Work Package (AWP).
- Maintain auditable Last Accomplished Dates (LAD) for completed configuration-based requirements for the history of the task.
- Assist in the adjudication of ICMP notifications regarding deferrals and unfunded and technical requests for non-accomplishment.
- Track and generate reports for overdue scheduled ICMP requirements.
- Track, trend and report on the planned maintenance backlog for each hull, including condition-based maintenance resulting from ICMP assessments. Develop and maintain Technical Foundation Papers for each class.
- Develop and deliver engineered ship-specific Shipsheets in support of Planning, Programming, Budgeting and Execution (PPBE).
- Support and participate in the following meetings/conferences/Teams as requested:
  - Semi-Annual Super Hotwash meeting / Surface Ship Team One.
  - Maintenance Resource System (MRS) Alliance including Notional Tailoring meetings and annual Data Reviews. This includes the analysis of availability completion data and the projection of engineered requirements for the PPBE process.
  - New construction ship design teams to the extent of educating and evaluating plans to develop a class maintenance plan.
- Recommend functional changes to related Automation Information System (AIS) Configuration Control Boards (CCB).
- Assist with MRS, ICMP, M&SWP and Ships' Maintenance and Material Management (3-M) History integration.
- Document processes and work instructions as required.

## **10.2 The contractor shall provide Life Cycle Maintenance Engineering Support Services**

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- Provide technical expertise to the engineering agent for Surface Ships life cycle maintenance support.
- Provide support to the Common Class Maintenance Plan Working Group (CMPWG).
- Support various CMPWG analysis teams (e.g., Common Maintenance Requirement (CMR) Alignment Maintenance Effectiveness Reviews (MER)) as requested.
- Support MER upfront analysis teams.
- Using the Common Maintenance Planning-Engineering Analysis (MP-EA) Report (5 years of 3-M data, performance monitoring and Corrective Action Summary Report (CASREP) data plus Top Management Attention/Top Management Issues (TMA/TMI), safety, environmental, MFOM and mission criticality considerations) participate in preparing semi-annual MER scheduling letter.
- Perform scheduled analyses.
- Support the development of Class Maintenance Plans (CMPs) for new construction, in-service, and Foreign Military Sales (FMS) ship classes.
- Support the development of new CMP tasks to support modernization.
- Assist in the validation of ICMP content through engineering and data analysis.
- Assist in the establishment and accomplishment of engineering analyses of 3-M trends, (e.g., Mean Time Between Failure (MTBF) of Functionally Significant Items (FSI)).
- Review, analyze and accomplish engineering analysis of existing data for life cycle maintenance strategy improvements from sources including, but not limited to:
  1. Master Assessment Index (MAI)
  2. Ships' 3-M History (3-M) Data Warehouse
  3. Fleet Analysis Center (FAC)
  4. Surface Warfare Enterprise (SWE) bridgeplot (e.g., churn)
  5. Casualty Reports (CASREP) – deployed, other
  6. Maintenance Activity completion reports
  7. Availability Departure Reports
- Validate the ICMP content through review of requirements in:
  1. Joint Fleet Maintenance Manual (JFMM)

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2. Technical manuals, instructions, and drawings
3. Naval Ships Technical Manuals
4. Ship Specifications (Ship Design and construction requirements)
5. American Bureau of Shipping (ABS) requirements, where applicable

- Based on the above validation process, identify “gaps” in maintenance requirements which impact ship material condition and the ability to achieve Expected Service Life.
- Accomplish event analyses following significant Casualty Reports (CASREPs) as an improvement opportunity.
- Assist in the management and adjudication of Technical Feedback Reports (TFBRs) that have recommended additions, deletions, and changes to ICMP maintenance requirements.
- Participate in and/or support the following meetings/conferences as requested:
  1. MER
  2. TMA/TMI
  3. Common Work Practices (CWPs)
- Evaluate the following for their affect on the ICMP as requested:
  1. Class configuration changes
  2. ISEA System advisories
  3. Ship Modernization

### **10.3 The contractor shall provide Mission and Knowledge Management Support Services**

Assist in the development and implementation of a Knowledge Management Plan that reflects the stakeholder organizations as well as the IT systems that support them. This plan will be mapped to those organizations that support Class Maintenance and Modernization of Surface Ships. These organizations include:

- SEA 21 / SEA 04 / SEA 05
- All Surface Ship Planning Yards
- In-Service Engineering Agents
- Type Commanders and their staff
- Regional Maintenance Centers (RMCs)
- Program Executive Office (PEO) Integrated Weapons Systems (IWS)
- PEO Command, Control, Communications, Computers, and Intelligence (C4I)
- Space and Naval Warfare Systems Command (SPAWAR) 04, 05
- Space and Naval Warfare Systems Centers (SSC) Pacific and Atlantic Type Commander Staffs (Commander, Naval Surface Forces (CNSF)/Commander, Naval Surface Forces Atlantic (CNSL)
- Virtual Systems Command (SYSCOM) partners

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Foreign Military Sales program office  
PEO SHIPS Program Offices for new ships  
Military Sealift Command (MSC) for best practices  
Submarine Maintenance Engineering Planning and Procurement Activity (SUBMEPP) /  
Carrier Planning Activity (CPA)

Assist in the coordination of, and attend and support Surface Ship Team One Hot Wash and Super Hot Wash meetings and processes that have been developed to date as a part of the Surface Warfare Enterprise and more specifically supporting the Maintenance Continuous Improvement Team (MCIT) and Modernization Process Improvement Team (MPIT). This includes but is not limited to:

Assisting in managing the lessons learned and feedback from completed Surface Ship Availabilities focusing on those which would support ongoing refinement of Ship Class Maintenance Plans. Promoting feedback from the fleet (e.g., CLASSRONs) in a standard process. Communicating upcoming ICMP changes to stakeholders and users (e.g., maintenance teams). Developing and reporting Knowledge Management measures of effectiveness. Work with new construction program offices and major PARMs to assist them on the surface ship ICMP and evaluate their progress towards providing a robust plan at delivery as defined in the shipbuilding contract. Support the development of metrics for SSLCM Activity processes and products, and ensure alignment with Future Readiness Team / SWE requirements. Use these metrics to provide recommendations for improvements in the ICMP and other SSLCM Activity processes and products.

Provide administrative support to the SSLCM effort, including, but not limited to:

Drafting and providing command/program briefings, including maintenance of paper and electronic presentation files in Government-owned systems and duplication, binding, and distribution of documents to stakeholders.

Maintaining an up-to-date record of the status of outstanding action items and lessons learned from internal and external sources and communicating this information to relevant parties, as required.

Assisting the SSLCM Activity and SEA 21 Business Financial Management (BFM) personnel with answering Congressional, OSD, Force Management and Budget (FMB), or other agency questions -for-the-record, data calls, reports, and other similar inquiries.

## **11.0 DELIVERABLES.**

The contractor shall prepare, in contractor format and approved by the Government, progress and status reports on a monthly basis that address annual/monthly performance estimates, work accomplished, individual labor-hour charges by name and labor category, sub-contractor

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name/organization, itemization of direct costs, obligation and incurred cost performance monthly

and cumulatively, and any contract issues by the 20<sup>th</sup> day after each month. Monthly progress

reports containing the aforementioned data should be addressed for each task and or technical

instruction if issued. All data/deliverables produced under this task order shall become the property of the Government.

## **12.0 KEY PERSONNEL**

The contractor shall provide a Program Manager, an Engineering Project Manager, and a Maintenance and Modernization Planning Project Manager. The positions are designated as Key Personnel positions.

## **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by

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an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

**COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data



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had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

### **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 three years after completion of performance of this contract.

(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

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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.

(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

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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.

#### **NON-DISCLOSURE AGREEMENTS**

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 8) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative (identified as the Task Order Manager in Section G) within fifteen working days after Task Order award or from the date of hire for new employees.

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## **SECTION E INSPECTION AND ACCEPTANCE**

**APPLICABLE TO CLINs 4000 and 6000, and Option CLINs 4100, 4101, 4200, 4201, 4300, 4301, 4400, 4401, 4500, 4501, 6100, 6200, 6300, 6400, and 6500 if Options are Exercised -**

All requirements for inspection and acceptance of supplies or documents associated with the services shall be inspected and accepted in accordance with the clauses set forth below.

### **CLAUSES INCORPORATED IN FULL TEXT**

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified.

*Note: Not all Data deliverables will be specified by or on CDRL DD Form 1423s.*

#### **INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

CLIN 4000, and Option CLINs 4100, 4200, 4300, 4400, 4500 if Options are Exercised -  
Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

*Note: The COR is the TOM identified in Section G of this Task Order.*

### **CLAUSES INCORPORATED BY REFERENCE**

*52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001*

*52.246-5 Inspection Of Services Cost-Reimbursement APR 1984*

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	1/14/2011 - 1/13/2012
4100	1/26/2012 - 3/31/2013
4101	1/26/2012 - 3/31/2013
4200	1/26/2013 - 1/25/2014
4201	1/26/2013 - 1/25/2014
4300	1/26/2014 - 1/25/2015
4301	1/26/2014 - 1/25/2015
4400	1/26/2015 - 1/25/2016
4401	1/26/2015 - 1/25/2016
4500	1/25/2016 - 9/22/2016
4501	1/26/2016 - 9/22/2016
4600	8/15/2016 - 8/14/2017
4700	7/1/2017 - 10/31/2017
6000	1/14/2011 - 1/25/2012
6100	1/26/2012 - 3/31/2013
6200	1/26/2013 - 1/25/2014
6300	1/26/2014 - 1/25/2015
6400	1/26/2015 - 1/25/2016
6500	1/26/2016 - 9/22/2016
6600	8/15/2016 - 8/14/2017
6700	7/1/2017 - 10/31/2017

**APPLICABLE TO CLINs 4000 and 6000, and Option CLINs 4100, 4101, 4200, 4201, 4300, 4301, 4400, 4401, 4500, 4501, 6100, 6200, 6300, 6400, and 6500 if Options are Exercised -**  
All requirements for delivery or performance associated with the services shall be delivered or performed in accordance with the provisions and clauses set forth below.

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm CLINs are from the date of task order award through the last day of the fiscal year in which the contract award was made, are estimated at:

4000	1/14/2011 - 1/25/2012
6000	1/14/2011 - 1/25/2012

The periods of performance for the following Option CLINs are as follows:

The Tasks in this solicitation will require temporary travel duty at various Government and Contractor locations.

## CLAUSES INCORPORATED BY REFERENCE

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52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

52.247-34 F.O.B. Destination NOV 1991

## **CLAUSES INCORPORATED IN FULL TEXT**

### **CONTRACTOR NOTICE REGARDING LATE DELIVERY**

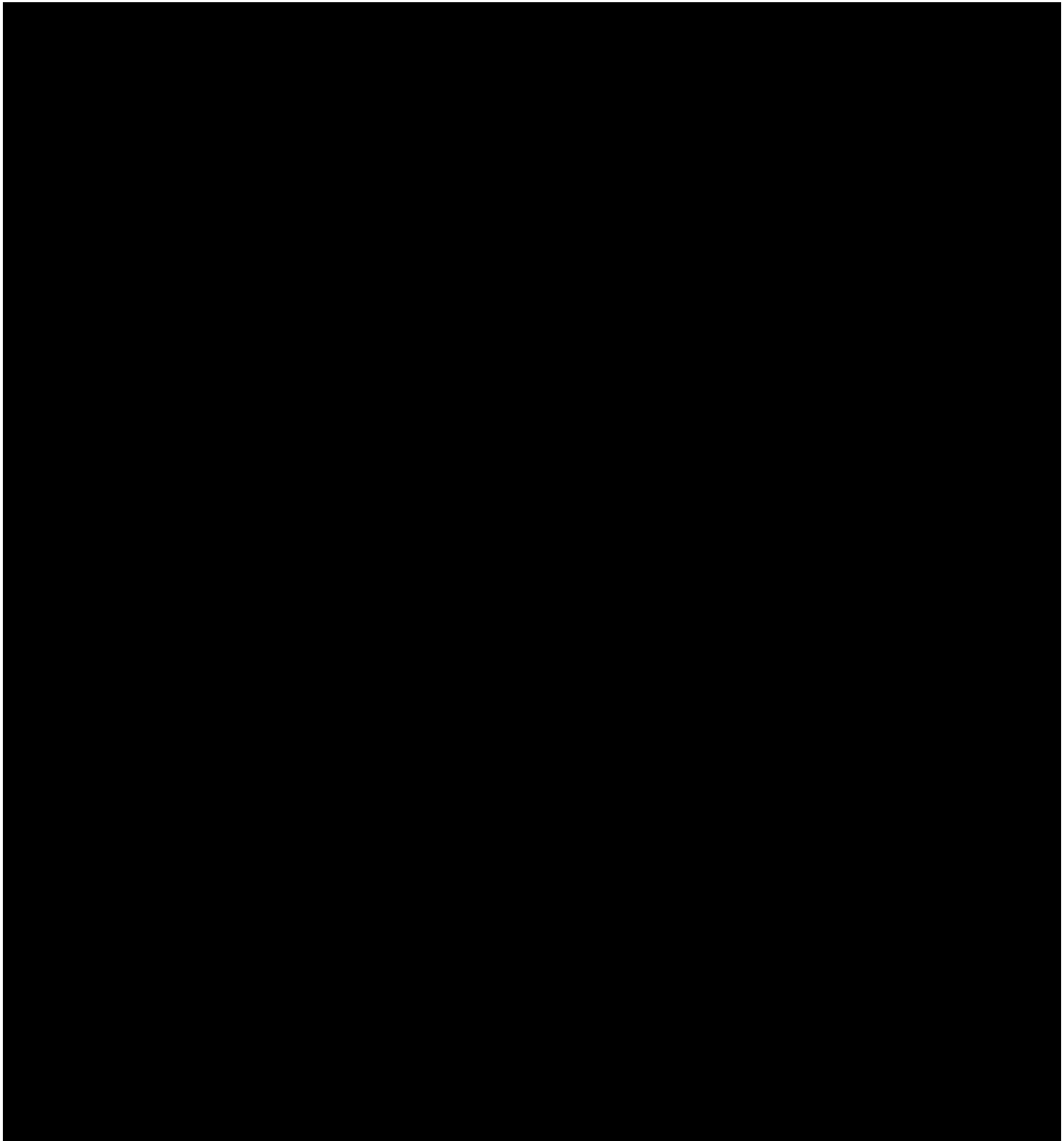
In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any task order delivery schedule, or of any rights or remedies provided by law or under this task order.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

**CONTRACTOR CENTRAL REGISTRATION (CCR)** - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

### **INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)**



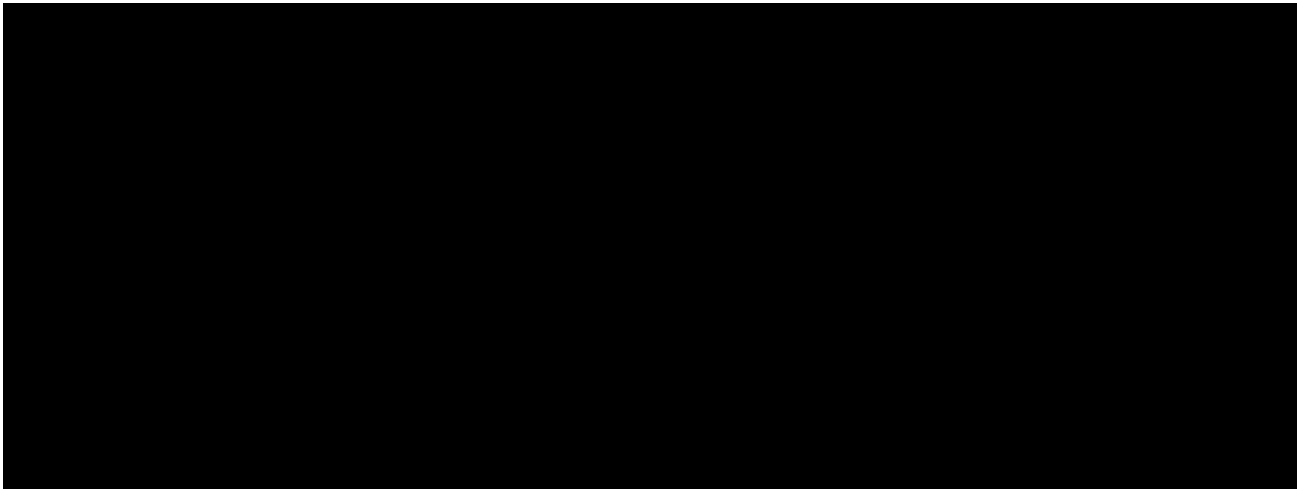


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Issue DODAAC	N00024
Admin DODAAC	S3915A
Pay Office DODAAC	HQ0337
Inspector DODAAC	N/A
Service Acceptor DODAAC	N00024
Service Approver DODAAC	N00024
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA721
LPO DODAAC	N/A
Inspection Location	See Section E
Acceptance Location	See Section E

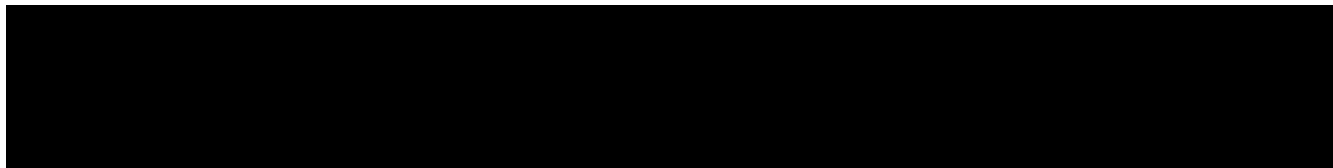
Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(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.

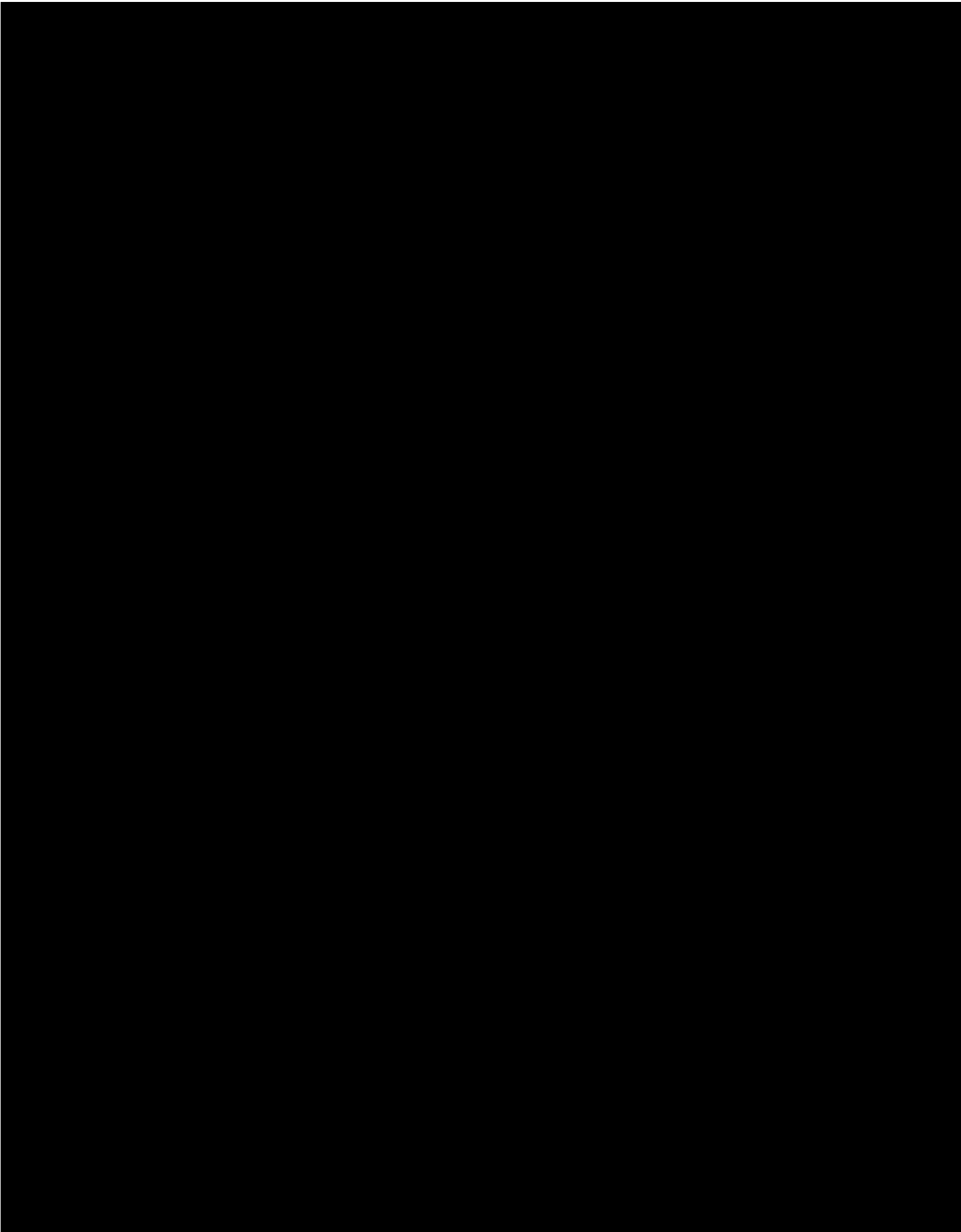


(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will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

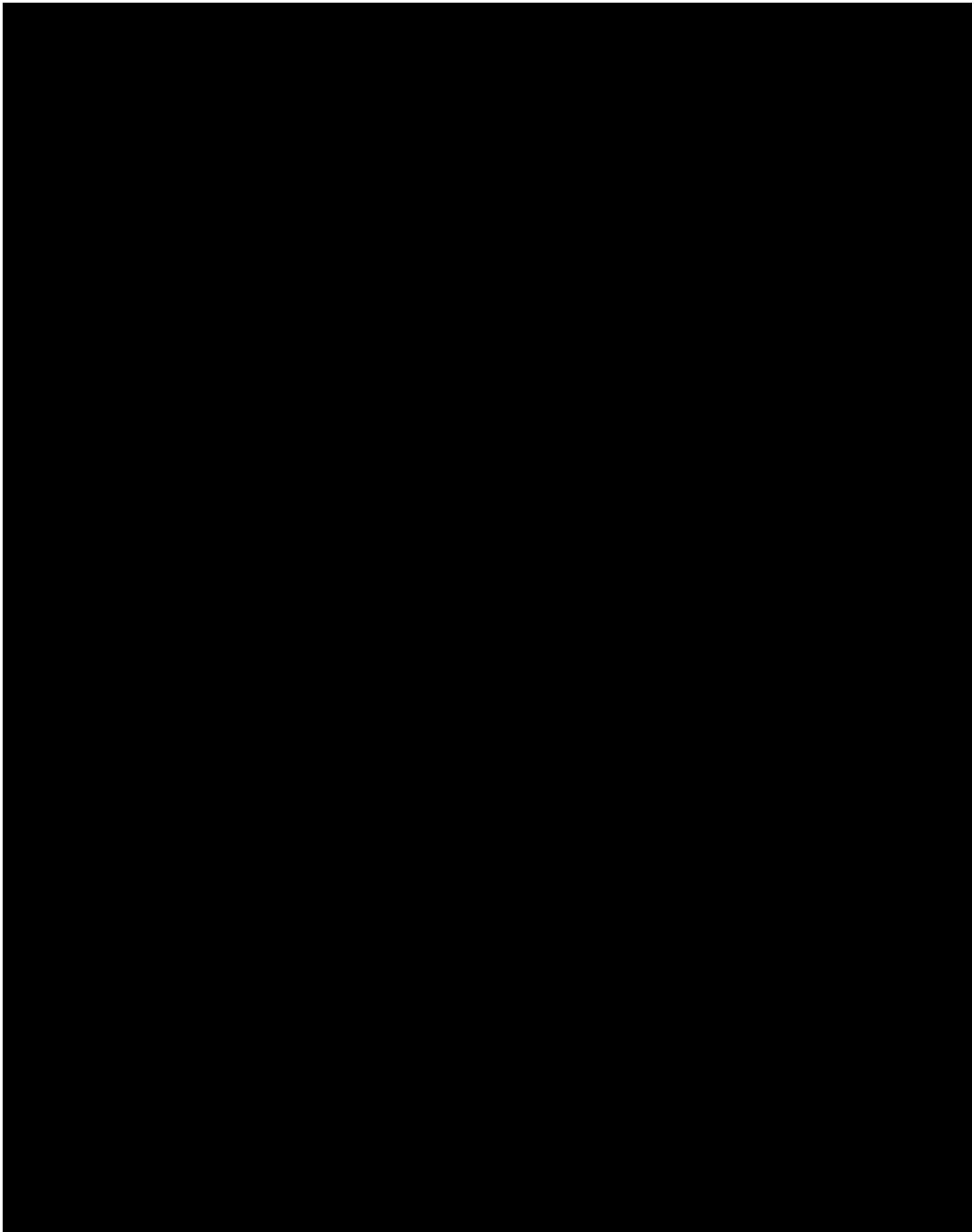
(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into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



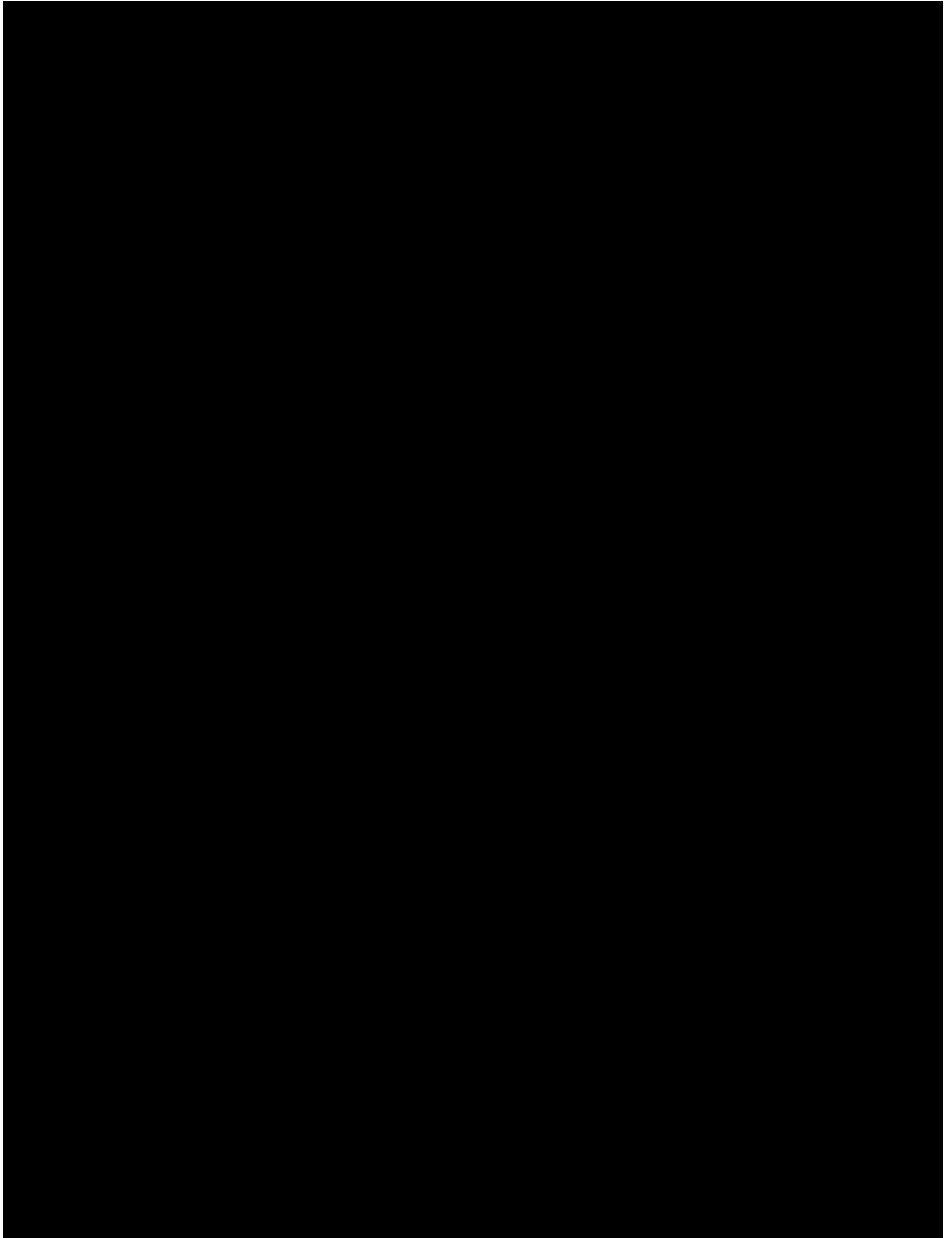
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 39 of 60	FINAL
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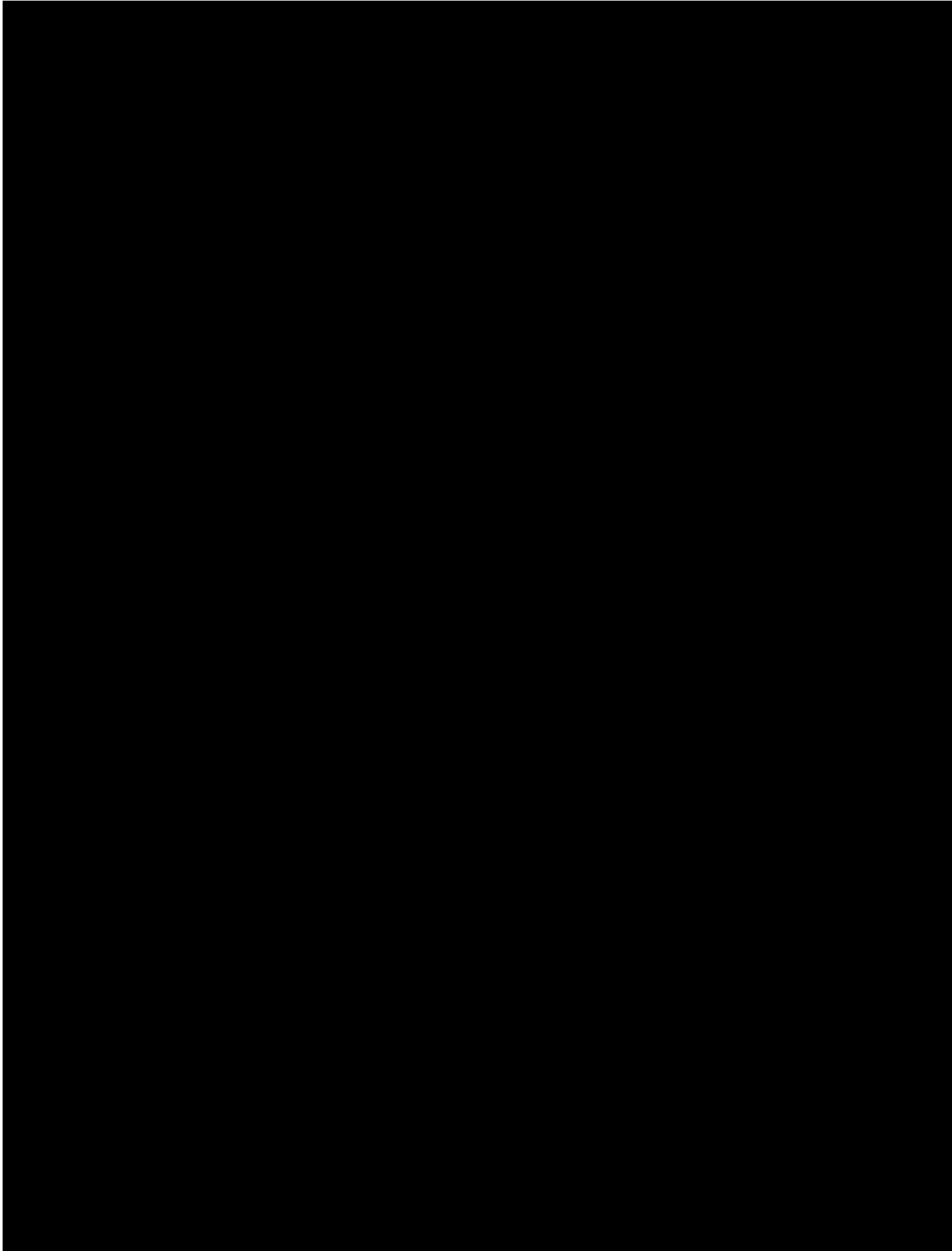
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 40 of 60	FINAL
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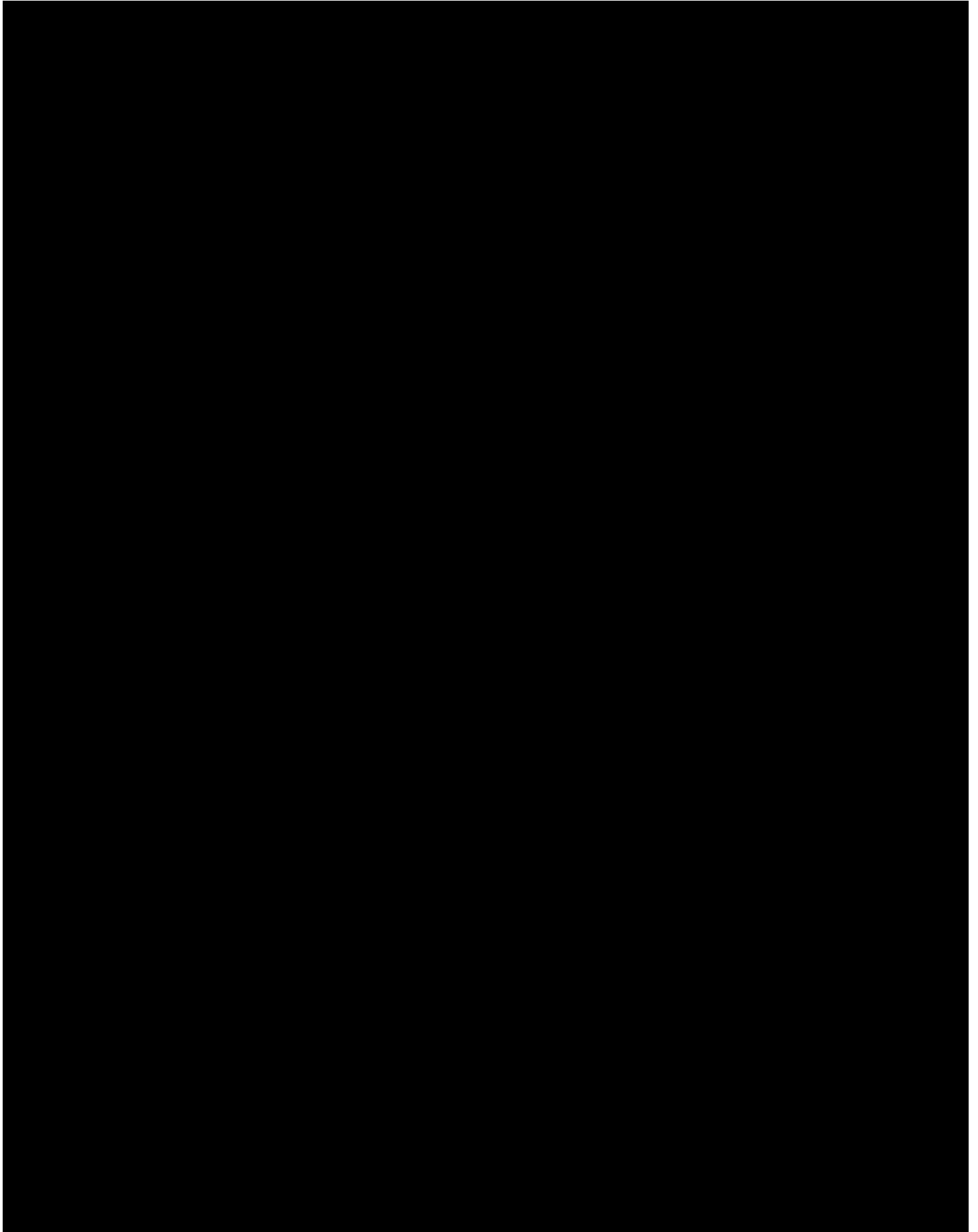
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 41 of 60	FINAL
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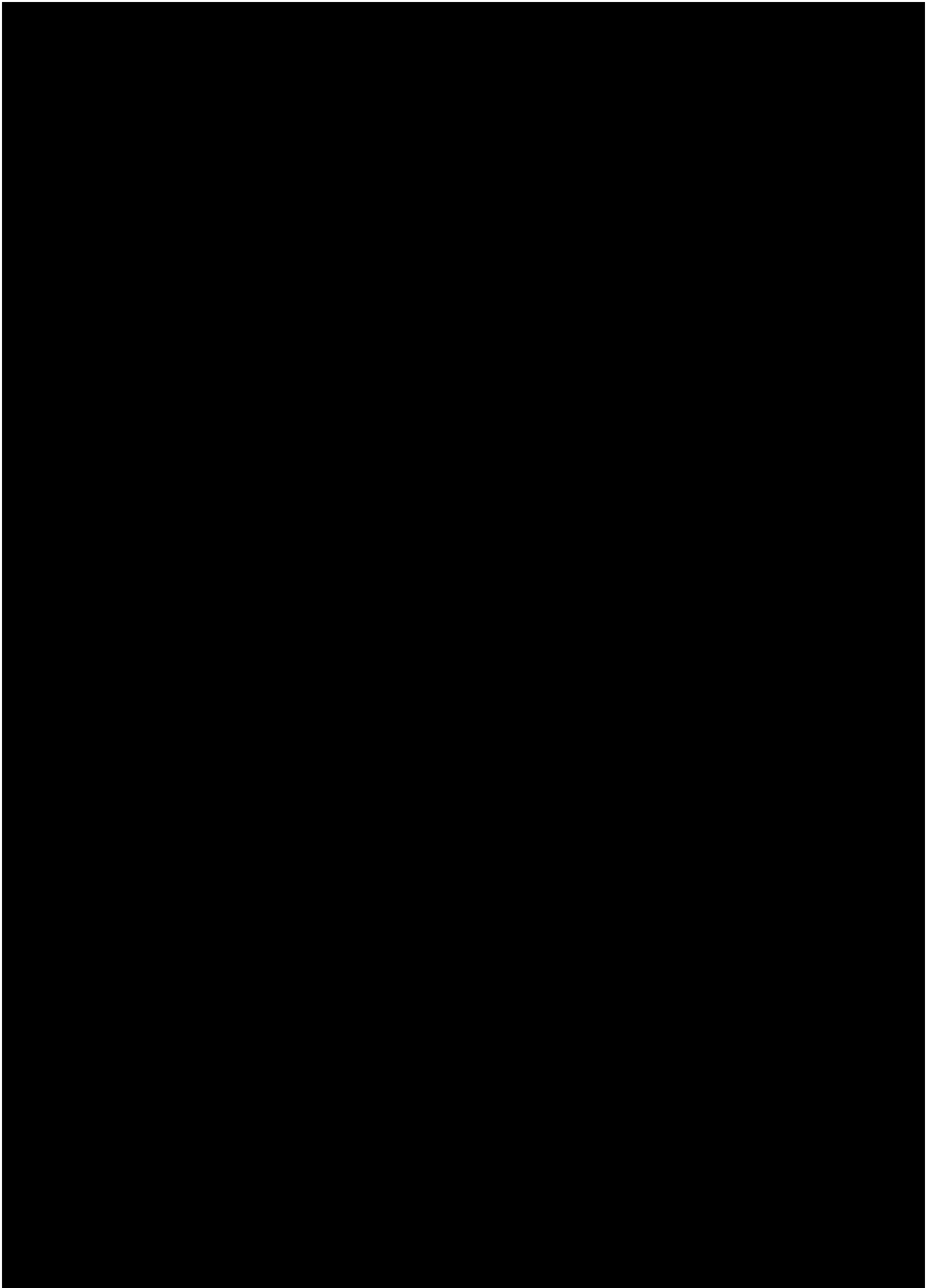
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 42 of 60	FINAL
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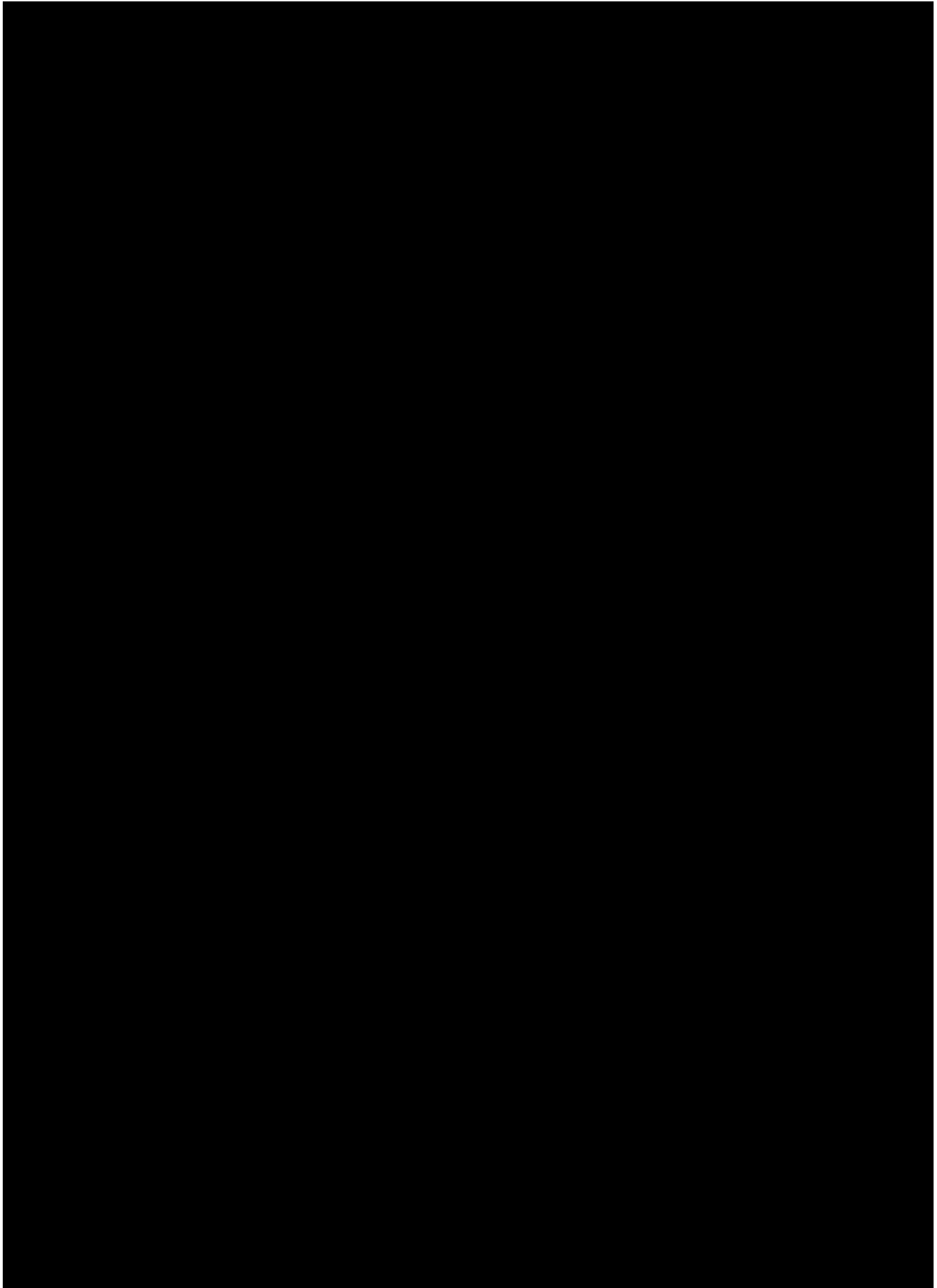
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 43 of 60	FINAL
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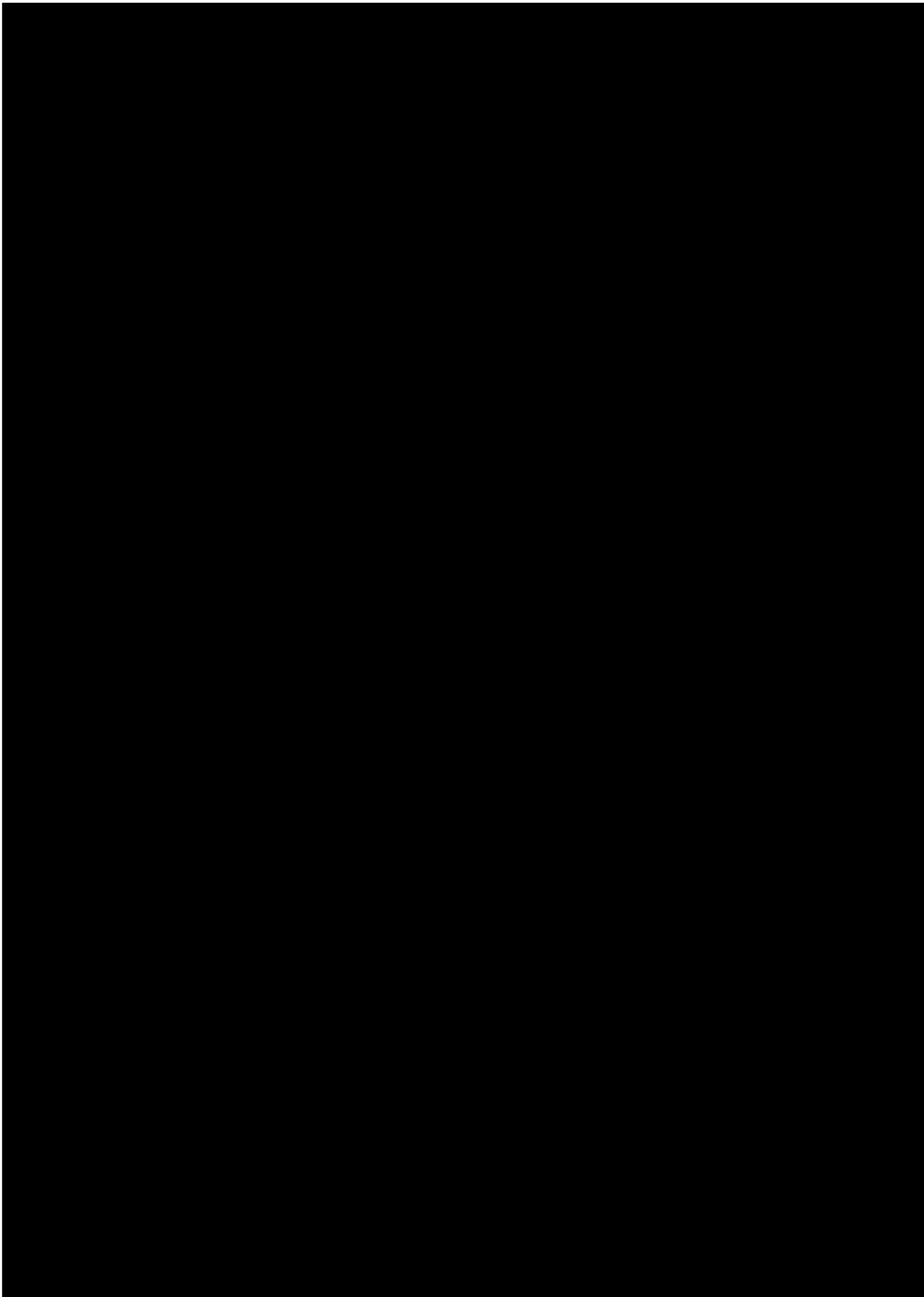


CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 45 of 60	FINAL
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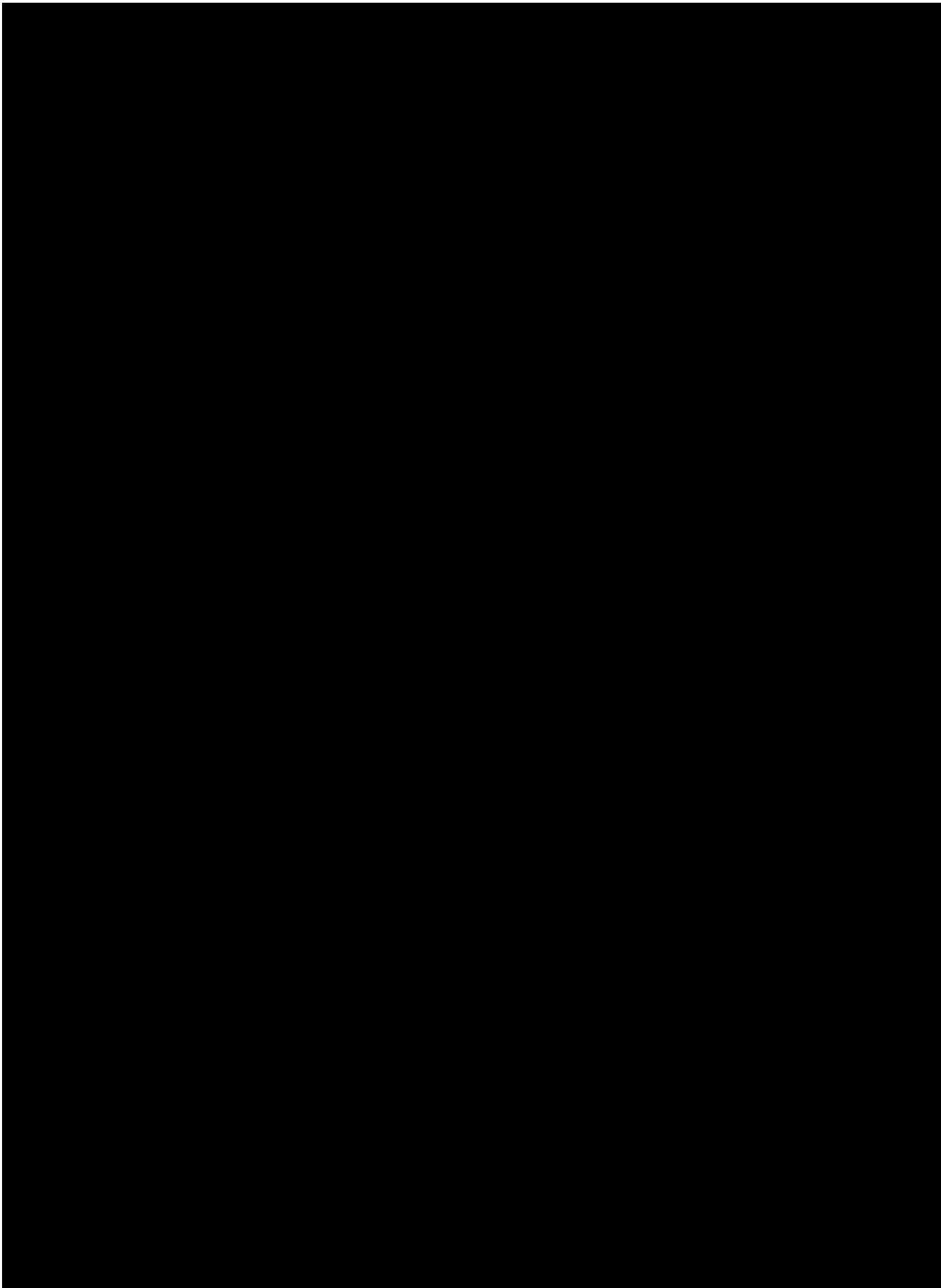




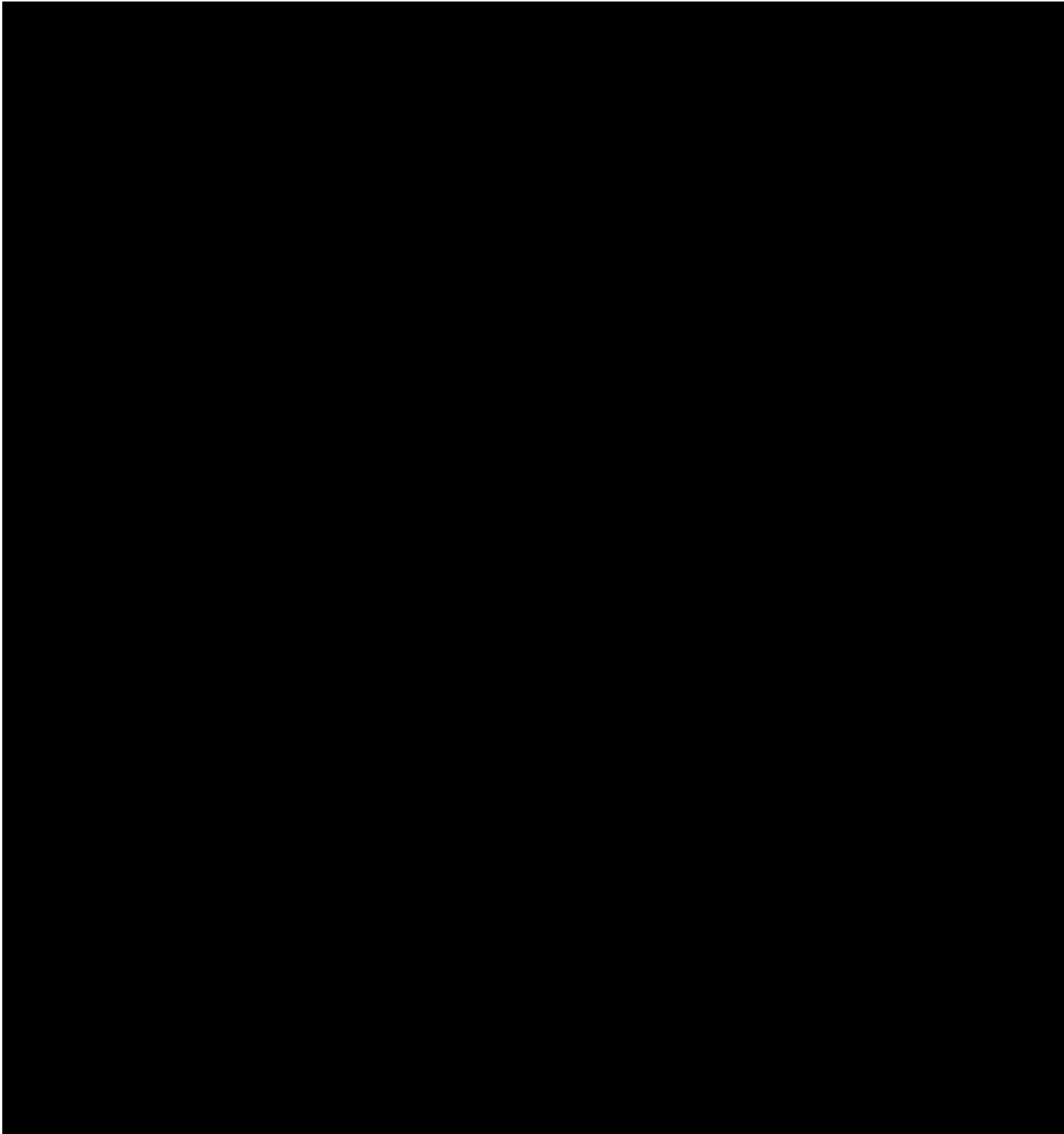
CONTRACT NO. N00178-04-D-4078	DELIVERY ORDER NO. N00178-04-D-4078-EH01	AMENDMENT/MODIFICATION NO. 45	PAGE 46 of 60	FINAL
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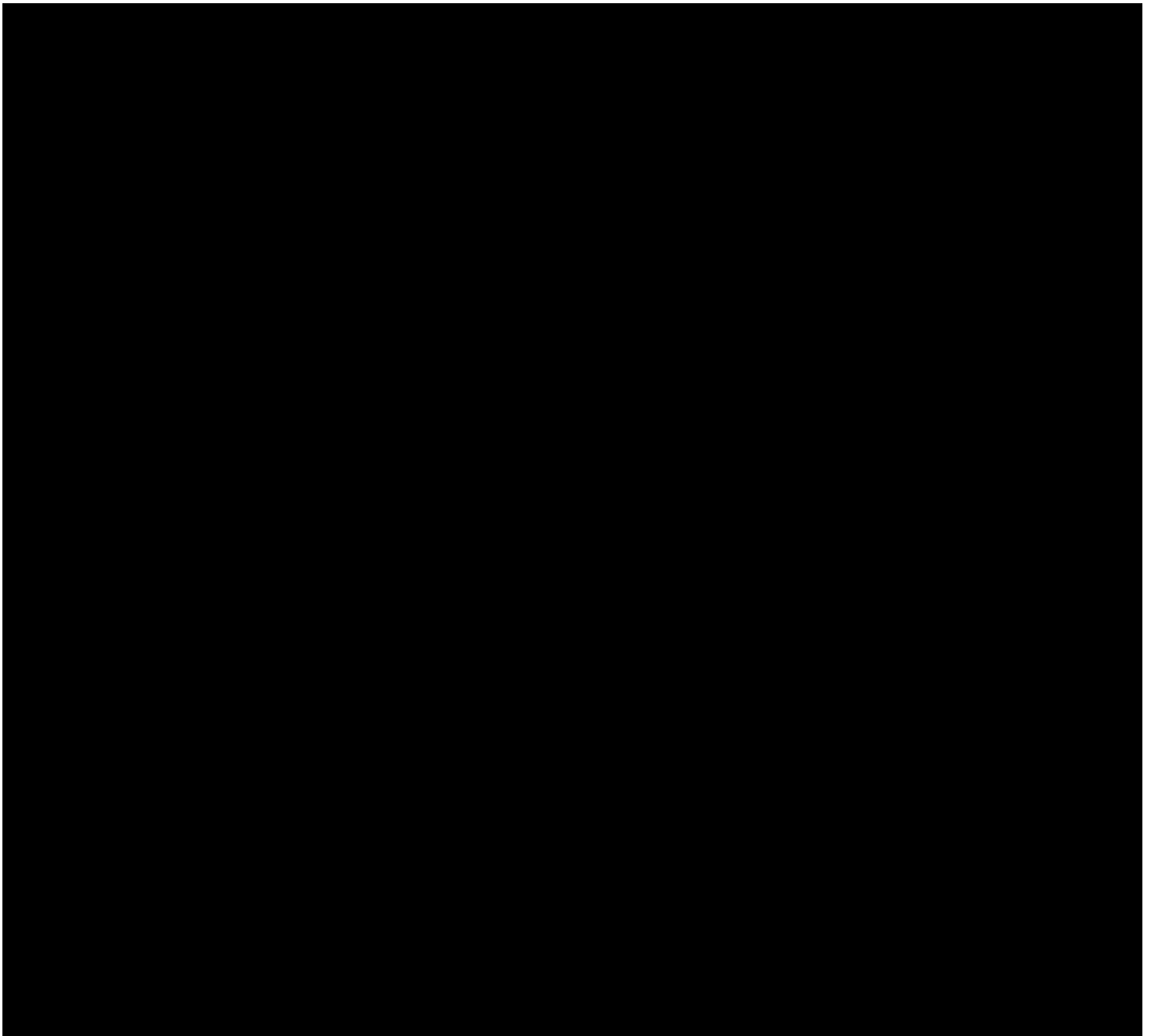


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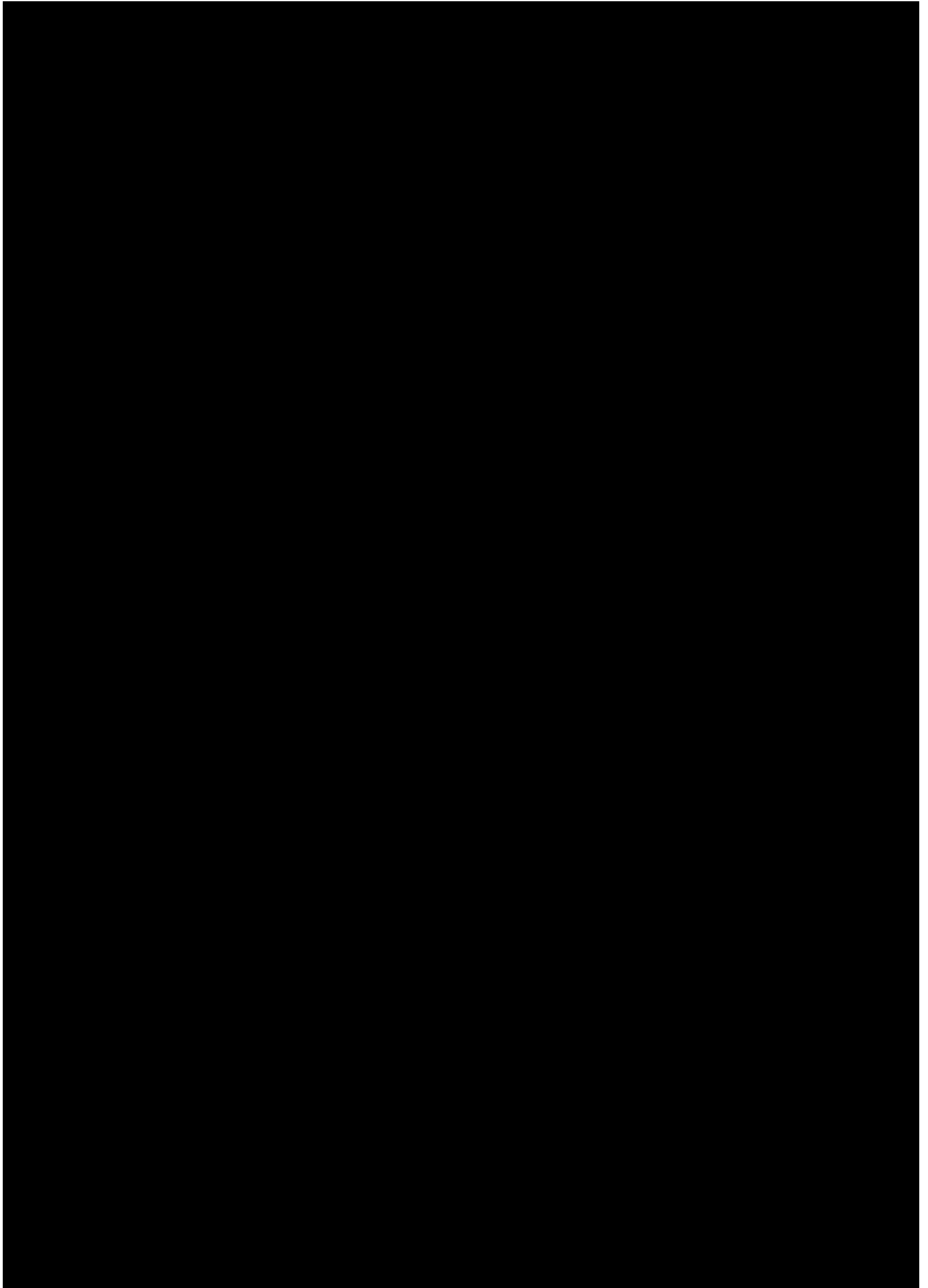
## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)**

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



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*Note that the amount allotted to fee is equal to the Fixed Fee or Incentive Fee specified in Section B.*

(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 4000, 4001, 4101, 4200, 4201, 4300, 4400, 4500, 4600, 4700, 6000, 6100, 6200, 6300, 6400, 6500, 6600 and 6700 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).

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

#### **NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

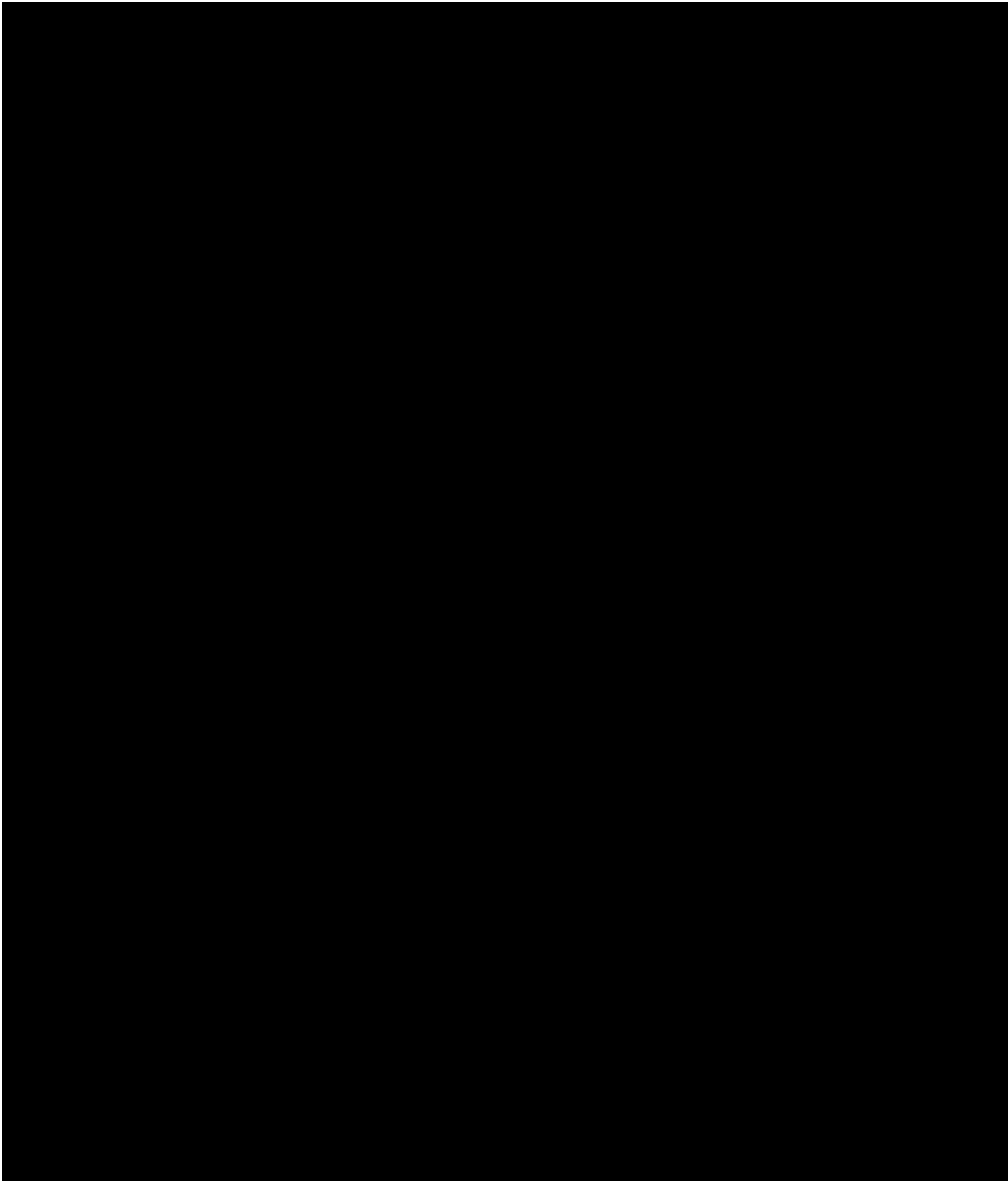
(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

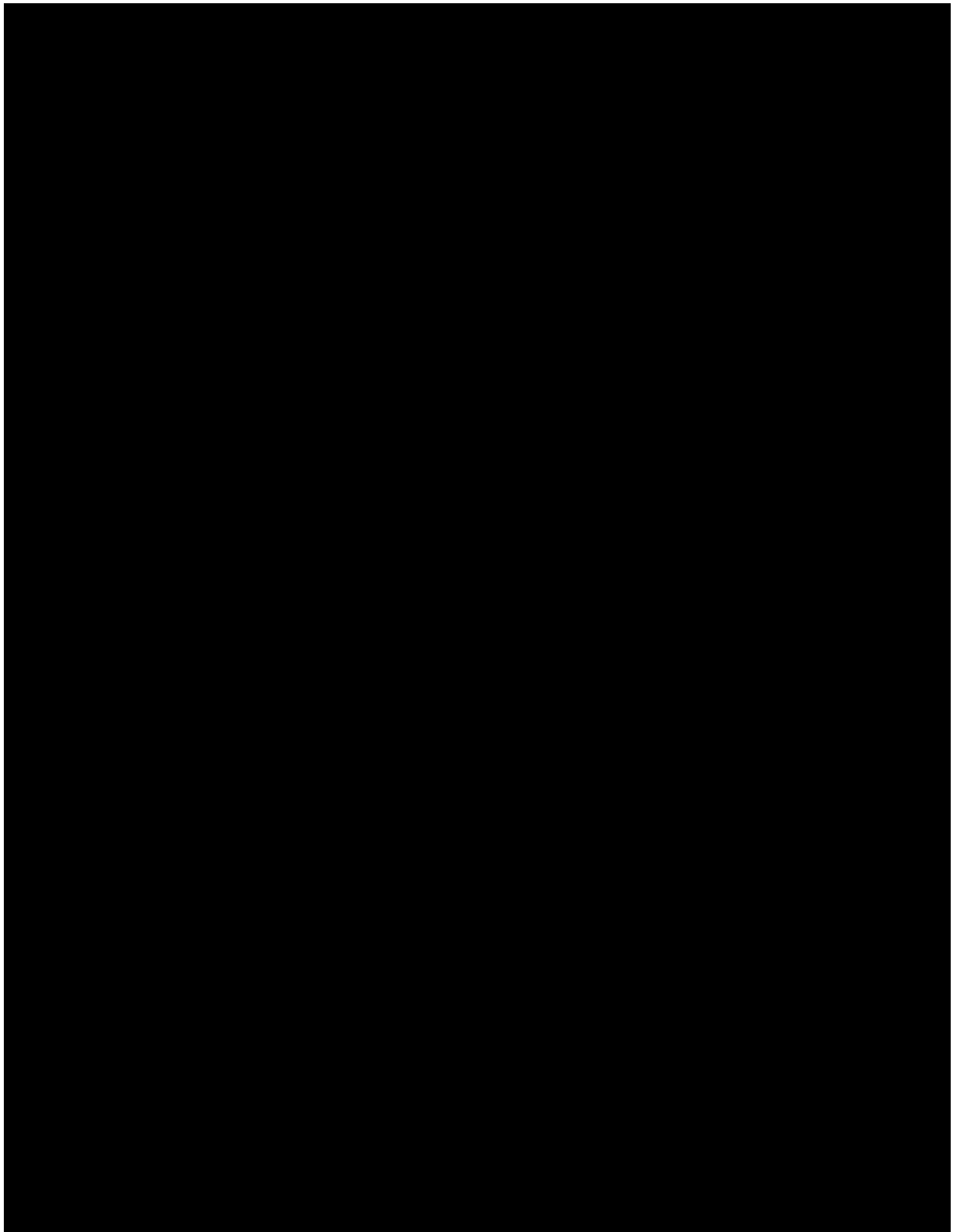
(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

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(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

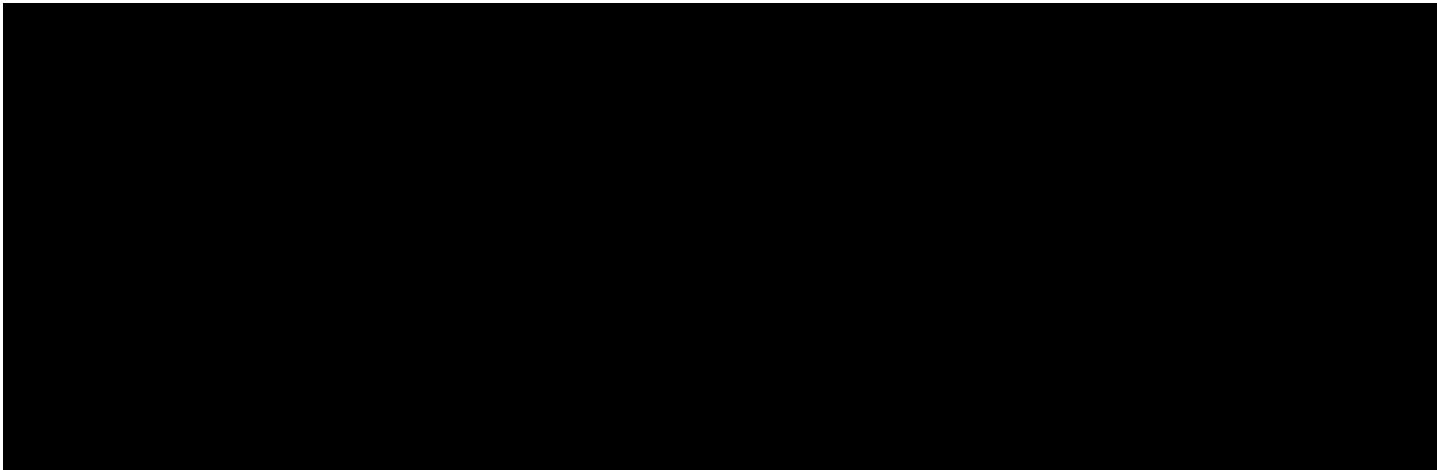


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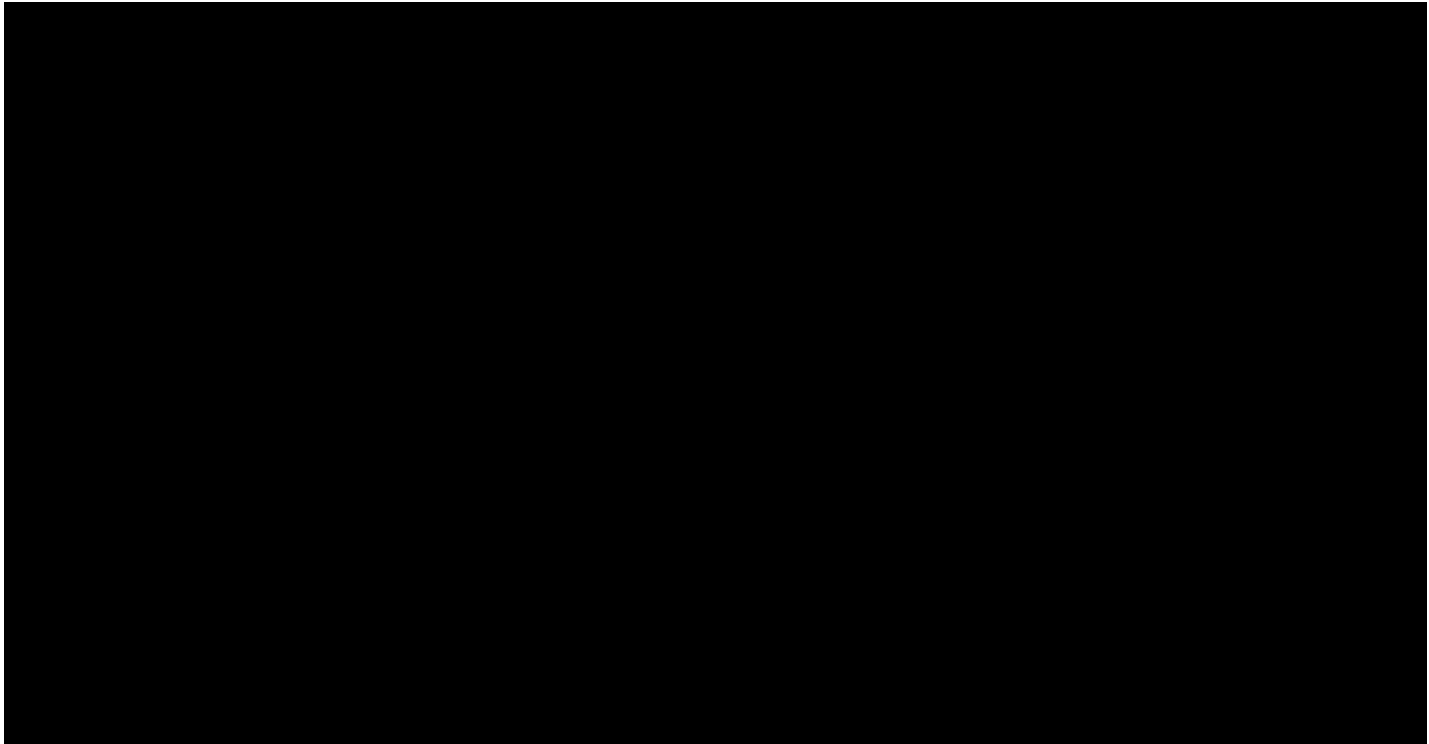
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**5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)**

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

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



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(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 4000, 4100, 4200, 4300, 4400, 4600, 4700, 6000, 6100, 6200, 6300, 6400, 6500, 6600, 6700 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).

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

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## **SECTION I CONTRACT CLAUSES**

### **CLAUSES INCORPORATED BY REFERENCE**

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

***FAR 52.232-20 Limitation of Cost (APR 1984)***

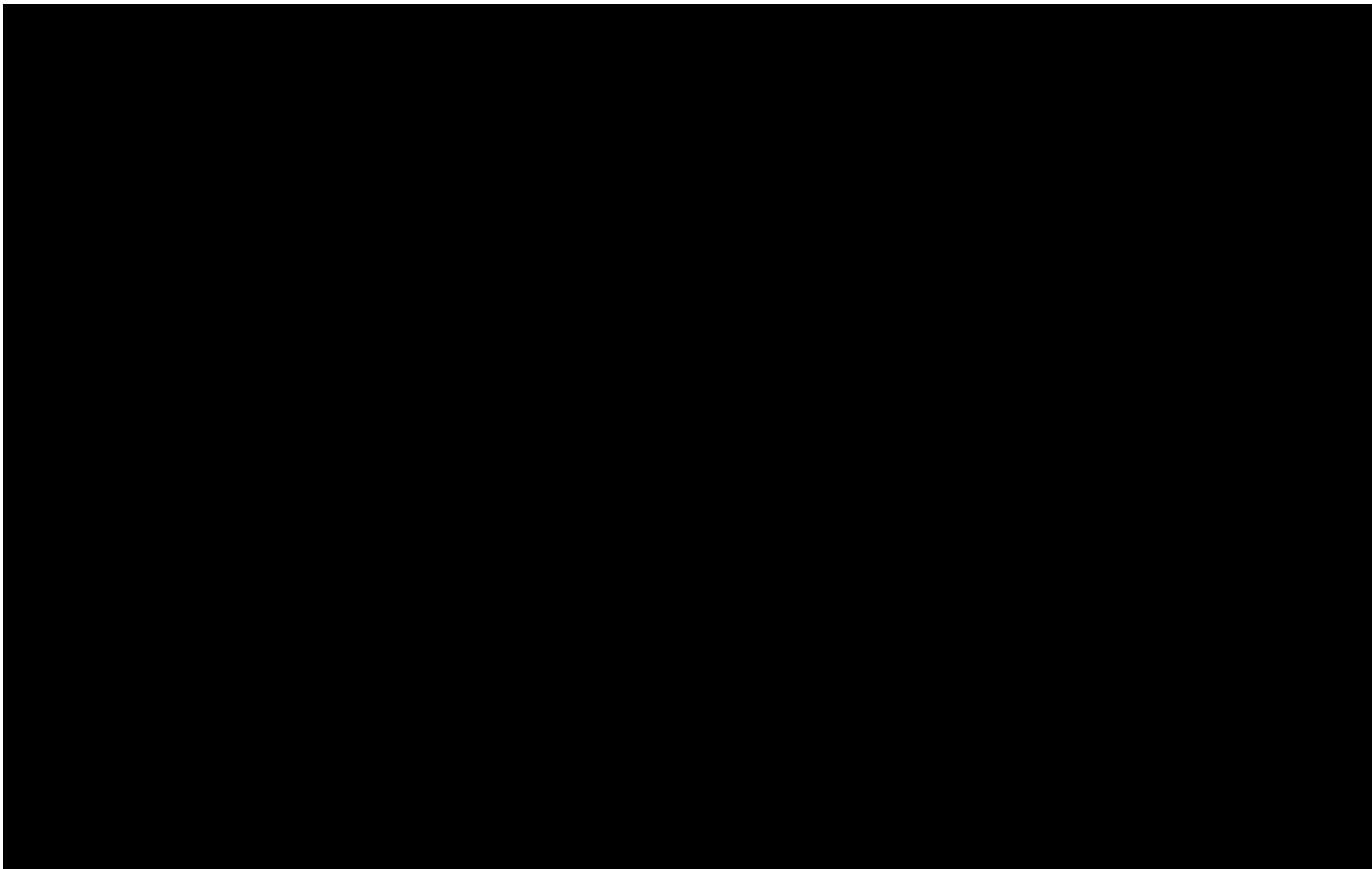
***FAR 52.232-22 Limitation of Funds (APR 1984)***

*Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.*

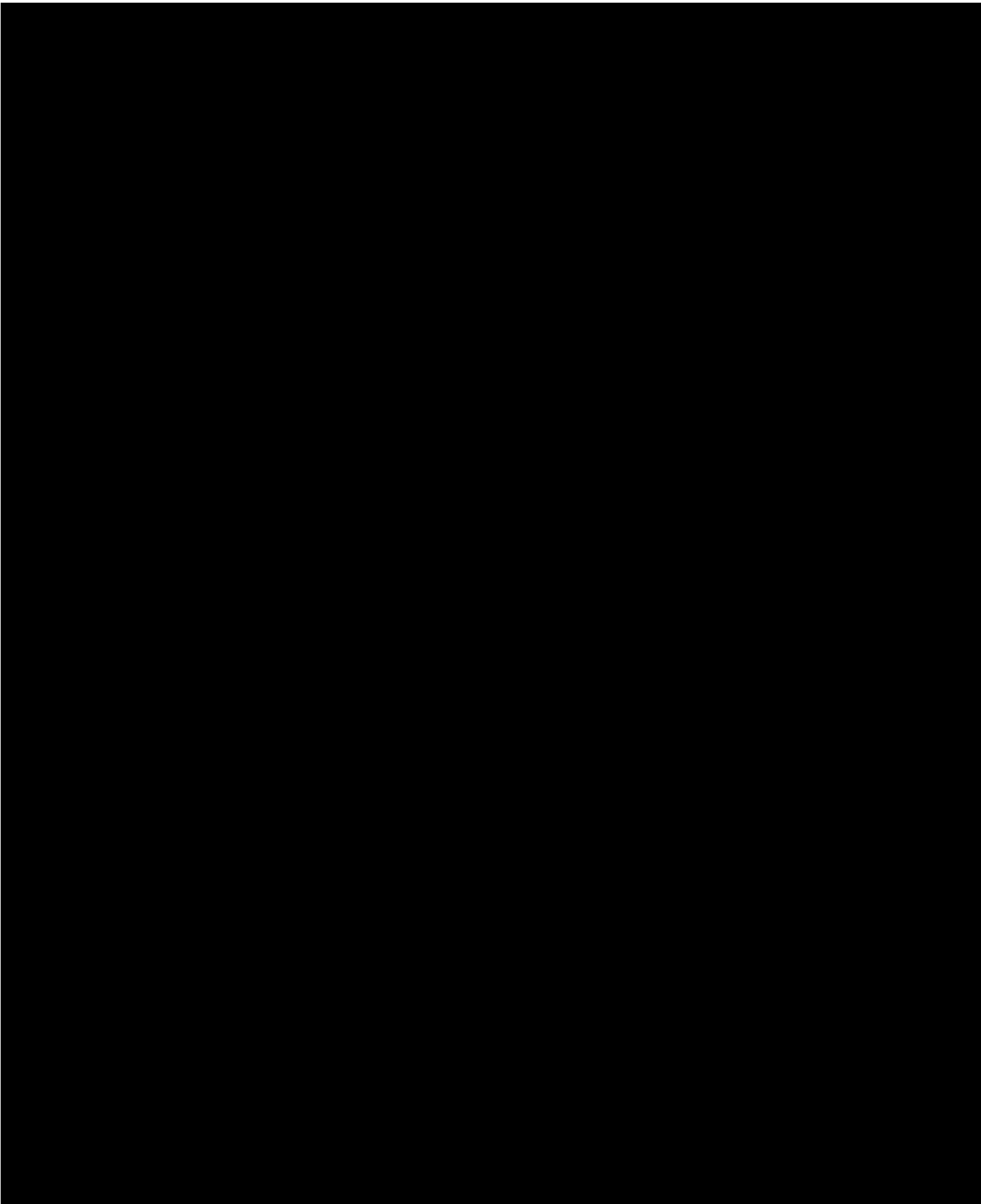
### **CLAUSES INCORPORATED BY FULL TEXT**

#### **FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a cost reimbursement Task Order resulting from this solicitation.



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

Note: The Government has the right within the time contractins stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option SLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.



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

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

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed

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\$20,231.03 or the overtime premium is paid for work—

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

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

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

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

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

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

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

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

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

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## **SECTION J LIST OF ATTACHMENTS**

DD254

SURFMEPP Quality Assurance Surveillance Program (Attachment (11))