

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 27-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58409		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) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-HR09		
CAGE CODE 1NPU4	FACILITY CODE 020278375	[X]	10B. DATED (SEE ITEM 13) 14-Jul-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)**

**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	31-Mar-2009
		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

The purpose of this modification is to incrementally fund CLIN 3000. Accordingly, said Task Order is modified as follows:

Add:

SubCLIN 300002 PR 90635029 \$2,534.00 ACRN AS  
SubCLIN 300201 PR 90848863 \$5,500.00 ACRN AR

Funding is increased by \$8,034 as follows:

	From	By	To
Cost	\$1,347,071	\$ 0	\$1,347,071
Fixed Fee	\$ 107,763	\$ 0	\$ 107,763
ODC	\$ 8,466	\$8,034	\$ 8,034
CPFF	\$1,463,300	\$8,034	\$1,471,334

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, \$1,471,334 which includes a fixed fee of \$107,763 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,471,334 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 thru 06/01/2009.

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

The total amount of funds obligated to the task is hereby increased by \$8034.00 from \$1463300.00 to \$1471334.00.

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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
-----						
1000	LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C, CDRLS AND DD254. CLIN 1000 IS THE BASE YEAR AND IS GOOD FROM DATE OF AWARD THROUGH ONE (1) YEAR THEREAFTER. (TBD)	10235.0	LH	\$470,101.00	\$37,608.00	\$507,709.00
100001	INCREMENTAL FUNDING IN THE AMOUNT OF \$140,000.00 (TBD)					
100002	INCREMENTAL FUNDING IN THE AMOUNT OF \$100,000.00 (TBD)					
100003	INCREMENTAL FUNDING IN THE AMOUNT OF \$90,000.00 (TBD)					
100004	INCREMENTAL FUNDING IN THE AMOUNT OF \$57,000.00 (TBD)					
1001	LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C, CDRLS AND DD254. CLIN 1001 IS FROM THE END OF THE BASE YEAR THROUGH ONE (1) YEAR THEREAFTER. (TBD)	10235.0	LH	\$488,892.00	\$39,111.00	\$528,003.00
100101	Incremental funding \$85,000 PR# 71455963 ACRN AD (TBD)					
100102	Incremental					

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funding  
\$95,000 PR#  
71926547 ACRN AE  
(TBD)

100103 Incremental  
funding  
\$7,334.00 PR#  
71725021 ACRN:  
AF (TBD)

100104 Incremental  
funding  
\$20,000 PR#  
72080431 (TBD)

100105 Incremental  
funding  
\$128,500 PR#  
72554709 (TBD)

100106 Incremental  
funding  
\$100,000 PR#  
80390091 (TBD)

100107 Incremental  
funding  
\$31,000 PR#  
81016834 (TBD)

100108 Incremental  
funding  
\$31,000 PR#  
81016861 (TBD)

100109 Incremental  
funding  
\$15,000 PR#  
81016862 (TBD)

100110 Incremental  
funding  
\$5890 PR#  
90095664 (TBD)

1002	LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C, CDRLS AND DD254. CLIN 1002 IS FROM THE END OF OPTION 1001 THROUGH ONE (1) YEAR THEREAFTER. (TBD)	10235.0 LH	\$508,435.00	\$40,675.00	\$549,110.00
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100201 PR# 81340986  
ACRN:AN  
Funded Amount  
\$150,000.00 (TBD)

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100202 PR# 82128566  
ACRN: AM  
Funded Amung  
\$4,000.00 (TBD)

100203 PR# 82554896  
ACRN: AP  
Funded Amung  
\$120,000.00 (TBD)

100204 PR# 83644362  
ACRN: AQ  
Funded Amung  
\$275,110.00 (TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs (ODC) required to perform effort under CLIN 1000 (O&MN,N)	1.0 Lot	\$5,500.00
300001	PR# 70808001 ACRN: AC Incremental Funding \$2966 (O&MN,N)		
300002	PR# 90635029 ACRN: AS Incremental Funding \$2,534 (O&MN,N)		
3001	Other Direct Costs (ODC) required to perform effort under CLIN 1001 (TBD)	1.0 Lot	\$5,500.00
300101	PR# 71660897 ACRN: AD Incrementally funded (TBD)		
300102	PR# 80390099 ACRN: AK Incrementally funded (TBD)		
3002	Other Direct Costs (ODC) required to perform effort under CLIN 1002 (TBD)	1.0 Lot	\$5,500.00
300201	Incremental		

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funding \$5,500  
PR 90848863 ACRN  
AR (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C, CDRLS AND DD254. CLIN 4000 IS FROM THE END OF OPTION 1002 THROUGH ONE (1) YEAR THEREAFTER. (TBD) Option	10235.0	LH	\$528,760.00	\$42,301.00	\$571,061.00
4001	LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT IN ACCORDANCE WITH THE STATEMENT OF WORK IN SECTION C, CDRLS AND DD254. CLIN 4001 IS FROM THE END OF OPTION 4000 THROUGH ONE (1) YEAR THEREAFTER. (TBD) Option	10235.0	LH	\$549,897.00	\$43,992.00	\$593,889.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs (ODC) required to perform effort under CLIN 4000. (TBD) Option	1.0	Lot	\$5,500.00
6001	Other Direct Costs (ODC) required to perform effort under CLIN 4001 (TBD) Option	1.0	Lot	\$5,500.00

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#### EXERCISE OF OPTIONS

The Award Term provisions in Section H of the contract apply to option items 1001, 1002, 1003 and 1004. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of the Base Year, the option for Year 3 will be exercised prior to the end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract on 7 Apr 2009 is contingent on the basic contract being extended by the PCO.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

07 February 2006

### STATEMENT OF WORK

FOR

### LANDING CRAFT AIR CUSHION (LCAC) TEST CREW SUPPORT

Purchase Request N00178-60664205

Seaport-e Requisition N61331-06-NR-55239

#### 1.0 SCOPE

The Naval Surface Warfare Center, Panama City (NSWC PC), Expeditionary C4 Branch, Code E31 is the System Integration Agent and the Test and Trials center for the Landing Craft Air Cushion (LCAC). Code E31 is assigned LCACs as "In Service Special". Additionally, Code E31 will receive the LCAC Service Life Extension Program (SLEP) production LCAC and will be performing tests and trials on those craft. Other LCAC at NSWC PC, are excess to Fleet requirements and Code E31 has been tasked with keeping these excess craft in a preserved state known as Deep Reduced Operating Status (ROS). To support these LCAC, Code E31 requires a certified commercial LCAC crew to operate the various LCAC and support maintenance and test operations.

#### 2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Statement of Work to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only.

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

(a) Safe Engineering and Operations (SEAOPS) for Landing Craft, Air Cushion (LCAC), S9LCA-AA-SSM-030

#### 3.0 REQUIREMENTS

3.1 The duties of the commercial LCAC crew (to be comprised of one craftmaster, two engineers, one navigator, and one deck engineer) will be to operate all LCAC assigned to NSWC PC. In addition, performance, and other developmental testing may be accomplished as the requirements are identified. The crew will also be required to perform limited maintenance on all LCACs assigned to NSWC PC and conduct inspections on LCACs located at various installations.

3.2 The contractor crew shall physically operate LCAC in accordance with the LCAC SEAOPS Manual and NSWC PC local operations procedures. The commercial crewmembers provided under this task order will be required to qualify for initial certification and annual recertification as specifically outlined in LCAC SEAOPS Volume II. The contractor shall notify the government when crewmembers have qualified for initial certification and recertification. The

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government will facilitate certification of these candidates by arranging for LCAC crew instructors to administer the required tests and check rides required by SEAOPS. The contractor shall keep a record of each crewmember's certification on file. The contractor shall notify the government sixty days prior to the anniversary of the last annual certification for each crewmember. Any deviations from the operational procedures specified in the LCAC SEAOPS Manual will require waiver from the LCAC Program Office, PEO Ships, PMS 377. Deviations from local instructions will be approved by the Head, Expeditionary C4 Branch, Code E31.

3.3 The crew shall be responsible for monitoring the material condition of the craft during operations and identify discrepancies, which limit craft systems from full or proper performance. The crew shall be responsible for determining the severity of system malfunctions and making "Go/No-Go" decisions in conjunction with the LCAC Test and Trials Project Engineer. The crew shall participate in all stages of each mission, including planning, data collection, and debriefing. The craftmaster shall be responsible for the safety of the craft and all personnel during the conduct of each mission in the same manner as the master of any vessel under jurisdiction of the United States Coast Guard. In execution of this requirement, the craftmaster shall coordinate craft movements with the NSWC PC assigned Mission Director who will share final authority over craft operations during the mission. The Craftmaster and the Mission Director each have the authority to independently abort the mission. This provides a check and balance system for safety purposes. It is the intent that all disputes about the mission be handled on dry land, or hullborne off cushion.

3.4 The crew shall be responsible for performing the pre-mission inspection of the craft in accordance with SEAOPS as locally modified for any temporary test modifications. They shall coordinate the mission requirements with the assigned Navy Mission Director and shall be responsible for the overall safety of the craft and crew. They shall brief the operational and safety portions of the mission and shall conduct the mission with the coordination of the assigned Mission/Test Director.

3.5 The crew shall maintain the applicable LCAC operational, preventative maintenance, and corrective maintenance documentation forms and logs for all craft assigned to NSWC PC. They shall notify the LCAC Operations Project Engineer of problems found as a result of any inspection, mission or engine run so the LCAC Test and Trials Project Engineer can assign proper personnel for taking corrective action. They shall perform maintenance and maintenance turns as required by the LCAC Operations Project Engineer. The crew shall also maintain a list of special test modifications installed on the test craft, along with the total number of hours accrued on each system.

3.6 On an as-available basis, the crew shall review the SEAOPS manuals and applicable operational issues and provide input to the Navy team for forwarding to the applicable organization. As required, they shall provide inputs to various IPTs such as the LCAC Performance IPT.

3.7 For some tests, the crew shall assist in the installation of instrumentation and test equipment. The Test Director and/or Instrumentation Engineer shall provide installation instructions for the equipment. The crew shall also maintain small boat support equipment used for range and test support of LCAC operations.

3.8 The Safe Engineering and Operations Program (SEAOPS), S9LCA-AA-SSM-030, Volume II specifies the requirements for physical examinations for crewmembers. Currently, the SEAOPS requirements for physical examinations for Commercial LCAC crewmembers at NSWC PC have been waived by PEO Ships, PMS 377. Requirements under this task order are those required by the U.S. Coast Guard for Merchant Marine Licenses and Documents.

3.8.1 Crewmembers are required to be current in Cardiopulmonary Resuscitation (CPR). In addition, it is highly desirable that all crewmembers receive and maintain currency in a basic first aid course.

3.8.2 In an instance of an accident where major machinery is damaged or personnel are injured, all members of the crew shall be tested for drugs and alcohol upon return to the base.

3.9 The craftmasters shall have had previous LCAC craftmaster Fleet operational experience. Other crewmembers shall have had previous hovercraft operational experience in their respective crew positions within their careers. All crewmembers shall have had some LCAC operational experience. The navigator shall have attended a U.S. Coast Guard approved radar school or equivalent Navy school. The craftmaster, engineers, and navigator shall each have accumulated at least 250 LCAC mission hours within their careers. Each craftmaster shall have had at least 20 hours of nighttime operation and 20 hours of Night Vision Goggle operation within his career.

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3.10 The contractor shall permit the mixing of contractor personnel with military or Maintenance Support Contract personnel, to field a craft crew (e.g. a contractor craftmaster and engineer with a Navy navigator and deck engineer). The military personnel to be substituted will have had at least 100 hours of LCAC operation (at least 50 hours after Advanced LCAC training) in their respective crew positions, or be personally acceptable to the craftmaster and the Branch Head, Expeditionary C4 Branch, Code E31.

3.11 The contractor shall prepare an informal mission report at the completion of each week of operations. The report shall be prepared in contractor format and address the following: (1) general description of each mission(s), (2) major events, (3) problem areas, (4) mission status of all craft assigned to NSWC PC and major maintenance accomplished, and (4) recommendations. The weekly report will also identify the hours accrued on the test installations and any inspections conducted. A monthly report will provide the manhours accrued by the crew under this task order, both during the month, and cumulative.

#### 4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

##### 4.1 Government Furnished Information

NSWC PC Code E31 will provide all applicable LCAC drawings and Operations and Maintenance Manuals in support of this task. All GFI shall be returned at the completion of this task order.

##### 4.2 Government Furnished Facilities

NSWC PC Code E31 will provide the contractor with access to the machine shop (which will include the tool room), welding shop, electric shop, GSE shop and hangar floor space in order to accomplish tasking. Space in Building 319 will be provided for office, storage, laboratory, and shop space.

##### 4.3 Government Furnished Equipment

NSWC PC Code E31 will provide the contractor with access to special tools and equipment within five days after award of the task order. All special tools will be located in the Bldg 319 supply room.

##### 4.4 Government Furnished Material: None.

##### 5.0 Travel

Travel for LCAC crew supplied by L3 Titan to pickup LCACs at Textron Marine and Land Systems in New Orleans, LA. and delivery them to NSWC-PC. They will travel to the TDY site by government owned vehicle and return aboard the LCAC so there will be no costs associated with travel to and from the TDY site. On each trip they will spend one night in Slidell, LA.

#### 6.0 DELIVERABLES

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

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

#### 7.0 PERIOD OF PERFORMANCE

The period of performance of this task order shall be from award through twelve (12) months after award. Additionally, there will be four award term periods of one year each that can be earned by satisfactory or better performance.

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## 8.0 SECURITY

All crewmembers shall have a current SECRET clearance. The requirements of the attached DD254 apply.

### PERFORMANCE BASED REQUIREMENTS.

This requirement is performance based. The incentive for superior performance is contained in the task order (award term provisions). The Government Technical POC will report the quality of performance to the PCO in accordance with the award term plan or sooner if required to correct less than satisfactory performance.

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## **SECTION D PACKAGING AND MARKING**

Section D Packaging & Marking:

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance of deliverables will be by Government personnel at (Destination) Naval Support Activity Panama City.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

Deliveries shall be FOB Destination Panama City Beach Florida. The period of performance of this task order shall be from award through twelve (12) months after award. Additionally, there will be four award term periods of one year each that can be earned by satisfactory or better performance.

Base year - CLIN 1000 7/14/2006 - 06/06/2007

Second year - CLIN 1001 06/07/2007 - 06/06/2008

Third year - CLIN 1002 7/14/2008 - 7/13/2009

Fourth year - CLIN 4000 7/14/2009 - 7/13/2010

Fifth year - CLIN 4001 7/14/2010 - 7/13/2011

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist  
Preetam Soomai, XPS2  
110 Vernon Ave.  
Panama City, FL 32407  
preetam.soomai@navy.mil  
850-636-6153  
Task Order Manager  
Scott A Feenstra, E31  
110 Vernon Avenue  
Panama City, FL 32407-7001  
[scott.a.feenstra@navy.mil](mailto:scott.a.feenstra@navy.mil)

### TASK ORDER AND FUNDING TABLES

The ceiling for this task order is increase as follows:

	FROM	BY	TO
ESTIMATED COST	\$969,993.00	\$513,935.00	\$1,483,928.00
FIXED FEE	<u>\$ 76,719.00</u>	<u>\$ 40,675.00</u>	<u>\$ 117,394.00</u>
CPFF	\$1,046,712.00	\$554,610.00	\$1,601,322.00

Funding is increased by \$120,000.00 as follows:

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	FROM	BY	TO
ESTIMATED COST	\$ 984,239	\$111,111	\$ 1,095,350
FUNDED FEE	\$ 78,061	\$ 8,889	\$ 86,950
CPFF	\$1,062,300	\$120,000	\$ 1,182,300

INVOICING INSTRUCTION

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers 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 order number
- (2) Identify CLIN/SubCLIN/Technical Instruction No. being billed.
- (3) Costs incurred and fixed fee billed.
- (4) Direct labor hours by labor category.

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(5) Other direct costs to be specified and substantiated.

(c) The contractor shall submit the original plus one copy of each voucher to DCMA identified in Block 6 on the first page of the task order. A copy shall be send to the Contract Specialist and the Task Order Manager (TOM) identified in Section G. The DCMA Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM will review his copy of the voucher and notify the Contract Specialist of any deficiencies. The Contract Specialist will be responsible for letting the DCMA Contracting Officer know about any deficiencies and they will take 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 DCMA Contracting Officer and resubmit a separate voucher covering any disputed portion.

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Accounting Data

SLINID	PR Number	Amount
100001	60664205	140000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0604121		

MOD 1

100002	62356830	100000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0604141		
INCRMENTAL FUNDING PROVIDED IN THE AMOUNT OF \$100,000.00		

MOD 2

100003	70248246	90000.00
LLA :		
AC AA 1771804 8C6C 253 SASHP 0 068342 2D 000000 16 CX10000X10		
N0002407WX00664 ACRN: AA		

MOD 4

300001	70808001	2966.00
LLA :		
AC AA 1771804 8C6C 253 SASHP 0 068342 2D 000000 16 CX10000X10		
DOC. NO. N0002407WX00664 ACRN: AA		

MOD 5

100004	70932725	57000.00
LLA :		
AC 1771804 8C6C 253 SASHP 0 068342 2D 000000 16 CX10000X10		
DOC. NO. N0002407WX00664 ACRN: AA		

MOD 6

100101	71455963	85000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0704121		

MOD 7

300101	71660897	3000.00
LLA :		

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AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0704121

MOD 8

100102 71926547 95000.00  
 LLA :  
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31AAB0704122

MOD 9

100103 71725021 7334.00  
 LLA :  
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722111

MOD 10

100104 72080431 20000.00  
 LLA :  
 AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31ABJ0722131

MOD 12

100105 72554709 128500.00  
 LLA :  
 AH AB 1771319 14RM 310 SASHP 0 068342 2D 005120 331270000010  
 DOC. NO. N0002407WX11938 ACRN: AB

MOD 13

100106 80390091 100000.00  
 LLA :  
 AJ 1781804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
 RCP NO: N0002408WX00390 ACRN: AA

300102 80390099 2500.00  
 LLA :  
 AK 1781804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
 RCP NO: N0002408WX00390 ACRN: AA

MOD 15

100107 81016834 31000.00  
 LLA :  
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802001

100108 81016861 31000.00  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802111

100109 81016862 15000.00  
 LLA :  
 AN 1781804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
 RCP# N0002408WX00390 ACRN: AA

MOD 17

100201 81340986 150000.00  
 LLA :  
 AN 1781804 8C6C 253 SASHP 0 068342 2D 000000 16CX1SWE0X10  
 Standard Number: N0002408WX00390 ACRN:AA

MOD 19

100202 82128566 4000.00  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0802411

MOD 20

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100203 82554896 120000.00  
 LLA :  
 AP 1781804 8C6C 260 SASHP 0 068342 2D 000000 16CX1SWE0X10  
 RCP# N0002408WX00390 ACRN: AB

MOD 22

100110 90095664 5890.00  
 LLA :  
 AQ 1791319 15YV 253 SASHP 0 068342 2D 005120 331330000010  
 RCP: N0002409WX10140 ACRN: AA

100204 83644362 275110.00  
 LLA :  
 AQ 1791319 15YV 253 SASHP 0 068342 2D 005120 331330000010  
 RCP: N0002409WX10140 ACRN: AA

MOD 23

300002 90635029 2534.00  
 LLA :  
 AS 1771810 14UQ 253 SASHP 0 068342 2D 000000 UQ0100000000  
 DOC # N0002407WX31437 ACRN AA

300201 90848863 5500.00  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31ABJ0902541

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

### MANDATORY REQUIREMENT

The commercial crewmembers provided under this task order will be required to qualify for initial certification and annual recertification as specifically outlined in LCAC SEAOPS Volume II.

Crewmembers are required to be current in Cardiopulmonary Resuscitation (CPR).

All crewmembers shall have a current SECRET clearance.

### TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

### SUBCONTRACTING PLAN

If the offeror is a large business, a Subcontracting Plan in accordance with FAR 52.219-9 must be submitted with the offer.

### CONTRACT SECURITY CLASSIFICATION SPECIFICATION

The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

### DISTRIBUTION LIMITATION

Technical documents generated under this task order shall be marked with the following distribution statement on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DOD AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMNAVSEASYS COM (PMS 377).

DESTRUCTION NOTICE - For Classified Documents, follow the 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 or reconstruction of the document.

### RELEASE OF INFORMATION

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All technical data provided to the Contractor by the government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to 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 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 to by any person or entity not authorized such access by the government.

#### INCREMENTAL FUNDING SCHEDULE

(A) Contract line item(s) 1000 through 1004 are incrementally funded. For these item(s) the sum of \$(To Be Determined - TBD) 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: \$140,000  
November 2006 - \$122,600  
February 2007 - \$122,600  
April 2007 - \$122,509  
Total Amount: \$507,709

(C) 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.

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#### NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 10,235 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that -0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an

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

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

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

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

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

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

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

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

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

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### 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 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;

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

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### AWARD TERM

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But SHOULD ANY RATING BE MARGINAL OR LOWER, THEN THE ORDER IS ENDED AT THE END OF THAT YEAR.

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The evaluation criteria and the award term procedures are described in the “Award Term Plan”.

#### AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner IAW the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- How would you rate the overall performance of the contractor?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from cost perspective?
- Comments

b. Ratings. The ratings used are:

- “1” = unsatisfactory
- “2” = marginal
- “3” = satisfactory
- “4” = good
- “5” = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official (Technical). The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor’s performance.

(2) Performance Monitors (Technical). Performance monitors monitor the contractor’s performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official (Contract Specialist administering the order). The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

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e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

#### **NSWCPC – H06 SECURITY REQUIREMENTS**

a. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

#### **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

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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**

Applicable Section I clauses are contained in the Basic MAC document.

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## SECTION J LIST OF ATTACHMENTS

CDRLs

DD254, dated

Technical Instruction Form, 1 page