

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 24	3. EFFECTIVE DATE 24-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-57316		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 annette.desercey@navy.mil 850-235-5483	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-HR02
CAGE CODE 1NPU4	FACILITY CODE 020278375
10B. DATED (SEE ITEM 13) 17-Feb-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). FAR CLAUSE 52.217-8 Option To Extend Services
<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	26-Feb-2009
		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

### MODIFICATION 24

The purpose of this modification is to: 1) exercise Award Term 3, 2) add incremental funding in the amount of \$50,000 and 3) change the Contract Specialist in Section G. Accordingly, said Task Order is modified as follows:

1. The Task Order Award Term 3, Clins 1003 and 6000 are hereby exercised. Based on that fact, the total ceiling is increased as follows:

	From	By	To
Cost	\$1,183,902	\$520,644	\$1,704,546
Fee	\$150,712	\$41,651	\$192,363
CPFF	\$2,034,614	\$562,295	\$2,596,909

2. Add SubCLINs 100301 for labor in the amount of \$40,000 and 600001 for ODC's in the amount of \$10,000 for a total of \$50,000. No fee has been applied to ODC's.

CLIN 100301:

	From	By	To
Cost	\$1,537,014	\$37,037	\$1,574,051
Fee	\$122,961	\$2,963	\$125,924
CPFF	\$1,659,975	\$40,000	\$1,699,975

CLIN 600001:

	From	By	To
Cost	\$1,574,051	\$10,000	\$1,584,051
Fee	\$125,924		\$125,924
CPFF	\$1,699,975	\$10,000	\$1,709,975

"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 \$1,709,975 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 02/17/2010.

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 \$50000.00 from \$1659975.00 to \$1709975.00.

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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	Technical Engineering Support for Logistics Management and Sustainment of the Deployable Joint Command and Control (DJC2) System for the In-Service Engineering Agent Naval Surface Warfare Center Panama City, In Accordance With the Statement of Work, Contract Data Requirements List (CDRLS) and DD254 provided as attachments. CLIN 1000 is the base year and is good from date of award through one (1) year thereafter. (O&MN,N)	20836.0 LH	\$888,866.00	\$71,109.00	\$959,975.00
100001	Incremental funding in the amount of \$100,000.00 (O&MN,N)				
100002	Incremental funding in the amount of \$140,000.00 (O&MN,N)				
100003	Incremental funding in the amount of \$150,000.00 (O&MN,N)				
100004	Incremental funding in the amount of \$135,000.00 (O&MN,N)				
100005	Incremental				

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funding in the  
amount of  
\$134,000.00  
(O&MN,N)

100006 Incremental  
funding in the  
amount of  
\$150,000.00  
(O&MN,N)

100007 Incremental  
funding in the  
amount of  
\$150,975.00  
(O&MN,N)

1001	Technical Engineering Support for Logistics Management and Sustainment of the Deployable Joint Command and Control (DJC2) System for the In-Service Engineering Agent Naval Surface Warfare Center Panama City, In Accordance With the Statement of Work, Contract Data Requirements List (CDRLS) and DD254 provided as attachments. Clin 1001 is from the end of the base year through one (1) year thereafter. (TBD)	12782.0 LH	\$494,982.00	\$39,599.00	\$534,581.00
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100101 Incremental  
funding in the  
amount of  
\$100,000.00.  
(TBD)

100102 Incremental  
funding in the  
amount of  
\$192,000.00.  
(TBD)

100103 Incremental  
funding in the  
amount of  
\$3,000.00. (TBD)

100104 Incremental  
funding in the  
amount of

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\$50,000.00. (TBD)

100105 Incremental  
funding in the  
amount of  
\$80,000.00. (TBD)

1002	Technical Engineering Support for Logistics Management and Sustainment of the Deployable Joint Command and Control (DJC2) System for the In-Service Engineering Agent Naval Surface Warfare Center Panama City, In Accordance With the Statement of Work, Contract Data Requirements List (CDRLS) and DD254 provided as attachments. Clin 1002 is from the end of Option 1001 through one (1) year thereafter. (TBD)	12782.0 LH	\$500,053.59	\$40,004.41	\$540,058.00
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100201 Incremental  
funding in the  
amount of  
\$100,000.00.  
(TBD)

100202 Incremental  
funding in the  
amount of  
\$100,000.00.  
(TBD)

100203 Incremental  
funding in the  
amount of  
\$50,000.00.  
  
(TBD)

100204 Incremental  
funding in the  
amount of  
\$20,000.00 (TBD)

100205 Incremental  
funding in the  
amount of  
\$5,000.00 (TBD)

1003	Technical	12782.0 LH	\$520,643.59	\$41,651.41	\$562,295.00
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Engineering  
Support for  
Logistics  
Management and  
Sustainment of  
the Deployable  
Joint Command and  
Control (DJC2)  
System for the  
In-Service  
Engineering Agent  
Naval Surface  
Warfare Center  
Panama City, In  
Accordance With  
the Statement of  
Work, Contract  
Data Requirements  
List (CDRLS) and  
DD254 provided as  
attachments. Clin  
1003 is from the  
end of Option  
1002 through one  
(1) year  
thereafter.  
(O&MN,R)

100301 Incremental  
funding in the  
amount of \$40,000  
(O&MN,R)

1004	Technical Engineering Support for Logistics Management and Sustainment of the Deployable Joint Command and Control (DJC2) System for the In-Service Engineering Agent Naval Surface Warfare Center Panama City, In Accordance With the Statement of Work, Contract Data Requirements List (CDRLS) and DD254 provided as attachments. Clin 1004 is from the end of Option 1003 through one (1) year thereafter. (TBD) Option	12782.0 LH	\$542,057.59	\$43,364.41	\$585,422.00
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For ODC Items:

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Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Cost - Travel \$15,611.00 and Materials \$250.00 for the Second Award Term (OTHER) Option	1.0 Lot	\$15,911.00
6000	Other Direct Cost - Travel \$15,611.00 and Materials \$250.00 for the Third Award Term. (OTHER) Option	1.0 Lot	\$15,911.00
6001	Other Direct Cost - Travel \$15,611.00 and Materials \$250.00 for the Fourth Award Term. (O&MN,R)	1.0 Lot	\$15,911.00
600101	Incremental funding in the amount of \$10,000 (O&MN,R)		

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

The previous Statement of Work is deleted in its entirety and replaced with the following:

STATEMENT OF WORK FOR TECHNICAL ENGINEERING SUPPORT  
FOR LOGISTICS MANAGEMENT AND SUSTAINMENT OF THE DEPLOYABLE  
JOINT COMMAND AND CONTROL (DJC2) SYSTEM FOR THE IN-SERVICE  
ENGINEERING AGENT NAVAL SURFACE WARFARE CENTER PANAMA CITY  
20 Feb 2007

### 1.0 SCOPE

The Naval Surface Warfare Center, Panama City, FL has been tasked by the Joint Program Office (JPO) to support the Deployable Joint Command and Control (DJC2) System program in the roles of In-Service Engineering Agent (ISEA) and Hardware Support Activity (HSA). This joint, high priority capability is required to support Joint Force Commanders in executing command and control (C2) of Joint Task Force (JTF) operations. DJC2 is a critical Acquisition Category (ACAT) IAM program with the goal of providing each Regional Combatant Commander (RCC) with a standardized, core C2 capability that can be tailored to meet the needs of any JTF and adapted to facilitate air-, land-, and sea-based operations. DJC2 is a complex acquisition program involving not only new technology, but also the utilization and integration of numerous systems, software and hardware products and processes from multiple Services and other Agencies.

DJC2 is a "system of systems" consisting of hardware, software applications, databases, networks and communications support systems. It has interfaces to U.S. National, Allied, Coalition (multinational), and Joint organizations, and reach back support systems and sources of information, procedures, and personnel. The system is horizontally and vertically integrated across lateral components, JTF, theater, and national-level commands and agencies.

The program employs a spiral development process in order to take advantage of technology upgrades and evolving non-developmental military and commercially available equipment. DJC2 development leverages the capabilities of existing C2 systems, Advanced Concept Technology Demonstrations (ACTD), and other advanced technology projects. Joint Global Command and Control System (GCCS-J) is the software baseline for Increment I. DJC2 has achieved Milestone C approval for Increment 1 and plans to attain Full Rate Production (FRP) approval with goals of Initial Operational Test and Evaluation (IOILS) and Initial Operational Capability (IOC) in FY06.

One DJC2 System consists of a 60-seat core of various C4I subsystems and networks, with accompanying infrastructure (tents, power supplies, environmental controls, etc. A fully fielded DJC2 system will include infrastructure (IF) components consisting of power, environmental control, storage and transportation equipment; and information technology (IT) components, such as communications equipment, government C2 and commercial office automation and collaboration software applications; and operator workstations, displays, intercommunications, local area networks, and access to wide area networks.

Systems with the Increment 1.0 configuration have already been delivered to JFCOM and SOUTHCOM. Deliverables during the first year of this contract include PACOM and EUCOM systems; it is anticipated they will be Increment 1.1/1.2 configurations. This effort will require Logistics Management and Supportability Planning, review of Integrated Logistics Support (ILS) requirements, revision of plans, development and delivery of ILS products to ensure fielding a supportable system.

Since the original award of this contract, DJC2 acquisition strategy and funding lines have been changed. System 001 with spiral 1.0 has been fielded; systems 003 and 004 with spiral 1.1 will be fielded in 2nd quarter FY07. Systems 005 and 006 with spiral 1.1.x will be fielded in 1st quarter FY08. Systems 007 and 008 have been replaced with Rapid Response Kits that have a smaller footprint. These programmatic changes mandate changes in ILS products; contractor support is still required to achieve these changes. Some ILS products originally part of this contract tasking have been completed; others have not been funded and will not longer be needed. Some additional tasking has been added. Revisions to this Statement of Work reflect the new program requirements.

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## 2.0 APPLICABLE DOCUMENTS

The DJC2 program follows current acquisition regulations, business practices, and document requirements contained in the applicable Federal Acquisition Regulations (FAR) and DoD 5000.2 series of publications. Unless otherwise specified, all deliverables to be provided by the contractor shall be in compliance with the format and guidance specified in the NSWC PC correspondence manual and the United States Government Printing Office Style Manual. The following documents form a part of this SOW 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.

### 2.1 Military Specifications and Standards

MIL-PRF-49506 Logistics Management Information, 11 Nov 96

MIL-STD-471A Maintainability Verification Demonstration and Evaluation, 27 March 1973

### 2.2 Other Government Documents

DoDD 5000.1 The Defense Acquisition System, 12 May 2003

CJCSI 3020.01 Managing, Integrating, and Using Joint Deployment Information Systems, 30 May 2000

CJCSI 6212.01B Interoperability and Supportability of National Security Systems, and Information Technology Systems, 8 May 2000

CJCSI 3170.01C Joint Capabilities Integration and Development System, 24 June 2003

MIL-HDBK-470 Designing and Developing Maintainable Products and Systems, vol. 1 & 2, 04 August 1997

MIL-HDBK-502, Not 1 Acquisition Logistics Handbook, 20 Jan 05

MIL-HDBK-217F(2) Reliability Prediction of Electronic Equipment, 28 February 1995

### 2.3 Programmatic Documents

Deployable Joint Command & Control (DJC2) Program Product Support Management Plan (PSMP), ver. 3, 29 October 2004

Operational Requirements Document for Deployable Joint Command & Control (DJC2) System, ACAT IAM, 29 July 2003

System/Subsystem Specification for the Deployable Command and Control (DJC2) System, Spirals 1, ver. 1.1, 28 March 2005

TEIN J1666, Deployable Joint Command and Control (DJC2) Test and Evaluation Master Plan (TEMP), ACAT IAM, 22 October 2004

NSWCPC-QMP-DJC2 Quality Management Plan for the Deployable Joint Command & Control (DJC2) Program, 20 October 2004 DRAFT

Capability Production Document (CPD) for Deployable Joint Command & Control (DJC2) Version 1.0 Increment I Spirals 1.0, 1.1, 1.2, 1.3 and 1.4, 3 November 2004

## 3.0 REQUIREMENTS

The contractor shall identify DJC2 support impacts, perform analyses, develop/revise documentation, and monitor

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and update all logistics elements as a result of Integrated Logistics Assessment (ILA) findings and Engineering Change Proposals (ECPs) proposed for spirals 1.0, 1.1 and 1.1.x. These activities are to support continued fielding and life cycle support for the various DJC2 configurations as they are fielded. The ILS Technical Point of Contract (Tech POC) for this contract is Mr. Jim Hans, (850) 235-5738.

### 3.1 TASK # 1 – LOGISTICS MANAGEMENT AND PLANNING

The contractor shall provide program management and technical engineering expertise to support ILS planning to the ILS TECH POC throughout the period of performance. Specific tasking includes

- attendance at bi-weekly DJC2 ILS team meetings, recording decisions and action items, and preparing minutes [CDRL A001]
- attending off-site ILS meetings as the ILS Tech POC's representative in a non-decision making role only, recording decisions and action items, and preparing minutes of such meetings [CDRL A002]
- preparing briefings for ILS meetings, In-Process Reviews and design reviews, as needed [CDRL A003]
- researching and providing input to answers to JPO queries concerning DJC2 logistics support issues
- evaluating Lessons Learned from Operational Testing for impact on ILS products and policies
- resolving issues to mitigate risks regarding logistics support

#### 3.1.1 Other Logistics Management Support

The contractor shall track Diminishing Manufacturing Sources and Material Shortages (DMSMS) cases for the ISEA by coordinating with the Performance Based Logistics – Joint (PBL-J) activity and Original Equipment Manufacturers (OEMs) to identify End of Life (EOL) issues and support their resolution. The contractor shall maintain the DMSMS cases and EOL issue spreadsheets developed during the first year of the POP, and continue delivering the DMSMS EOL Issues Report [CDRL A004] in conjunction with the Monthly State Report (see para. 3.4).

#### 3.1.2 Logistics Program Documentation

The contractor shall support the revision of logistics plans and provide input to program plans with information relevant to supportability. The contractor shall revise the Program Support Management Plan (PSMP), Programmatic Environmental Safety and Health evaluation (PESHE), DMSMS Plan, Demilitarization (DEMIL) Plan, Facility Requirements Document (FRD) and other plans to support programmatic changes [CDRL A005], as required by the ILS Tech POC. Initial submission of each plan to be revised is due within 30 days after need for revision is known; the government shall have 10 working days to review and comment. The contractor shall incorporate comments and deliver a final version within 10 working days after receipt of comments.

#### 3.1.3 Vendor Data Management

The contractor shall research, collect, and organize vendor data relevant to analyzing the DJC2 system for maintenance planning and supply support. Vendor Data may include specification sheets, Engineering Data for Provisioning (EDFP), Manufacturer's Technical Data (MTD), installation drawings, user manuals, and other technical resources. The contractor shall perform the following subtasks:

- contact material providers, help desk or maintenance teams as required to support fielding
- research and maintain vendor data on support equipment and hazardous materials required to support the DJC2 system
- revise and deliver, as needed, the Vendor List and Library List for posting to the DJC2 Support Portal [CDRL A006]

### 3.2 TASK # 2 -- Supportability and Maintenance Planning Support

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The contractor shall perform supportability analyses and develop associated products described below in support of future DJC2 development spirals, including the Rapid Response Kit (RRK), Everything Over IP (EOIP) and the Employment Enhancement Package (EEP).

The contractor shall analyze all supportability requirements as the system configuration evolves. When changes to equipment or maintainability occur, the contractor shall coordinate with the ISEA Subject Matter Experts to identify maintenance requirements, spares, support equipment, and manpower resources.

### 3.2.1 Support and Maintainability Documentation Revision

The contractor shall review the Reliability Centered Maintenance and Repair Level analyses, performed during the first year of this contract and determine if programmatic or design changes or Lessons Learned during Operational Testing and DJC2 Operational Support Center (DOSC) activities (trouble tickets) have any impact on the Maintenance Concept. Using results of this review the contractor shall propose changes to Preventative Maintenance (PM) and Corrective Maintenance (CM) tasks and other relevant maintenance and provisioning documentation (PPL, Spares List, S&TE List, etc.) [CDRL A008 R1].

Initial submission of each revision is due within 30 days after need for revision is recognized; the government shall have 10 working days to review and comment. The contractor shall incorporate comments and deliver a final version within 10 working days after receipt of comments.

### 3.2.2 Packaging, Handling, Storage and Transportation (PHS&T) Plan

The contractor shall provide PHS&T planning based on the transit cased systems, as well as the RRK. The contractor shall review pack up and load plans for each deliverable system or equipment, and incorporate them into the PHS&T plan. Results of initial PHS&T planning shall be delivered 45 DAC, and revised as new deliveries are identified. [CDRL A009 R1]

## 3.3 TASK # 3 – ISEA Support

The contractor shall provide support to the ISEA for engineering changes and field changes and provide inputs to the Integrated Master Schedule (IMS) to meet future fielding and test events.

### 3.3.1 Engineering Change Proposal (ECP) Impact Assessments

The contractor shall conduct Logistics Impact Assessments for each ECP prior to the ECP going to the Configuration Control Board (CCB) for approval and subsequent installation. Thirty Impact Assessments were conducted under previous tasking in a 4-month timeframe. The contractor shall review proposed changes and determine the impacts to existing logistics support elements. The Impact Assessment Reports [CDRL A015 R1] shall include a discussion of each area and detail changes to Training Documentation and Interactive Electronic Technical Manual (IETMs). Impact Assessment Reports [CDRL A015 R1] are due 5 days after receipt of GFI; the government shall have 3 days to review and comment. The contractor shall incorporate comments and deliver a final version with 3 days after receipt of comments.

### 3.3.2 ECP Tracking

Whenever ECPs are approved for installation, the applicable DJC2 system installs must be tracked to completion and status must be reported to the JPO PM. The contractor shall continue tracking ECPs that were approved under previous tasking, as well as any new ECPs generated during the new POP. The contractor shall coordinate with DJC2 engineers to develop ECP Tracking Spreadsheets and provide monthly status of all approved ECPs to the ILS Tech POC or his designated representative. Spreadsheets will include ECP information, System Applicability blocks, and a Remarks block to identify proof of actual installations being accomplished. The contractor shall revise and deliver the ECP Tracking Spreadsheets monthly in accordance with CDRL A016 R1.

The contractor will use data from the ECP Impact Assessments to identify each affected logistics element, and verify completion of these in a check-block formatted report (the ILS Checklist [CDRL A017 R1] to track the applicable Impact Assessment to completion and provide status reporting. The status shall show Completed or Estimated

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Completion out to 30, 60, or 90 days. The contractor shall revise each Checklist monthly and report the status to the ILS Tech POC or his designated representative until all logistic support is in place for the installed ECP.

### 3.3.3 Field Change Support

When ECPs are to be installed in delivered systems, the contractor shall provide support to the ISEA in order to facilitate accomplishment of ECP installations. The contractor will assist the ISEA by researching technical information, parts, and test methods, to support installing Field Changes. The contractor shall draft selected Field Change Instructions tailored to accomplish DJC2 installations in accordance with CDRL A018 R1. The instructions shall detail step-by-step procedures; Tools, Materials, Support and Test Equipment (S&TE); Parts, proposed labor categories and man-hours needed to accomplish each Field Change. Using lessons learned from engineering reports and Developmental Test and Operational Test (OT) discrepancy reports (DRs), and DOSC operations, the contractor shall include in the instructions Warnings, Cautions, and Notes in logical sequence for DJC2 environments. Material Disposal procedures shall also be included as required. The contractor shall develop and deliver Draft Field Change Instructions 30 days after receipt of GFI. The government will provide comments and the contractor shall incorporate comments and deliver a final version within 5 days after receipt of comments.

[Delete old para 3.4 TASK #4 RELILABILITY SUPPORT and associated CDRLs; it was not funded. Delete old para. 3.5 TASK #5 DJC2 SUPPORT PORTAL; it was not funded.]

### 3.4 TASK #4 MONTHLY STATUS REPORT (MSR)

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report his progress monthly. MSRs shall be delivered by the 10th day of each month starting the first complete month after award [CDRL A020].

The MSR shall include the following topics:

- Narrative summary of the work performed and results obtained
- Anticipated activities for the following month
- An explanation of deviations from the last month's projections
- Current or projected problems and issues being worked by the contractor
- Current or projected problems and issues requiring government attention
- Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees

#### 3.4.1 Monthly Earned Value Management (EVM) Reporting

The contractor shall provide an annual spend plan (graphical and tabular) for the duration of the contract broken down by month with his first monthly status report. There shall be a separate spend plan for each task specified in section 3.0 of the SOW or as required by the government contracting officer representative.

NSWC PC is using EVM to track project spending and execution. Tasks in the SOW are linked to EVM work packages. Cost proposals must be broken out by task specified in section 3.0 of the SOW or as directed by the government contracting officer representative. The contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The contractor shall submit his EVM report in conjunction with the MSR.

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The contractor shall also report total labor hours by labor category each month, by task, as above. Travel expenses shall also be reported each month by task. MSR and EVM reports may be emailed to the Task Order Manager, the Tech POC and his designated representative, as shown in CDRL A020.

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## **SECTION D PACKAGING AND 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 shall be performed at Destination Naval Surface Warfare Center Panama City.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

Deliveries shall be FOB Destination Panama City Beach Florida. The initial period of performance shall be from award through one year thereafter, with four renewable option years of 12 months each.

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## SECTION G CONTRACT ADMINISTRATION DATA

Contract Specialist  
Annette de Sercey, Code B32  
110 Vernon Ave.  
Panama City, FL 32407  
annette.desercey@navy.mil  
850-235-5483  
Task Order Manager  
Teresa Floore  
110 Vernon Avenue  
Panama City, FL 32407-7001  
teresa.floore@navy.mil  
850-235-5861

### NSWCPC – G10 DCAA DIRECT INVOICING INSTRUCTIONS

(a) The contractor shall submit invoices or vouchers not more often than once a month. The invoices/vouchers shall contain the following statement signed by an authorized company representative:

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

-----  
Contractor's Authorized Representative

-----  
Date of Invoice/Voucher

(c) The invoices or vouchers shall be prepared in accordance with this clause and the contract clauses of the contract entitled "Allowable Cost and Payment" and "Fixed Fee" (FAR 52.216-07 and 52.216-08) and shall include:

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

(d) The contractor has authorization from the Defense Contract Audit Agency (DCAA) for direct submission of public Vouchers. The contractor shall forward the original of each voucher to the Contracting Officer, Attn: NSWC-PC, Code XPS2.

(e) Unless otherwise authorized by DCAA, the first and final vouchers will require DCAA approval; For these vouchers only, the contractor shall forward the original and two copies to the cognizant DCAA office instead of the Contracting Officer, with provisions for DCAA to forward the approved vouchers to the Contracting Officer (e.g. a pre-addressed stamped envelope).

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

(g) If deficiencies are noted, the Contracting Officer will be responsible for taking an appropriate offset on the

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subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

(h) In addition to the above, the contractor must attach a copy of the DCAA letter authorizing direct submission to each invoice submitted.

Accounting Data

SLINID	PR Number	Amount
1000AA	53131565	100000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN08		

MOD 1

1000AB	60954198	140000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN05		
MODIFICATION 01: INCREMENTAL FUNDING IN THE AMOUNT OF \$140,000.00.		

MOD 3

1000AC	61453843	150000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN23		
INCREMENTAL FUNDING \$150,000.00		

MOD 4

100001	53131565	100000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN08		
100002	60954198	140000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN05		
MODIFICATION 01: INCREMENTAL FUNDING IN THE AMOUNT OF \$140,000.00.		

100003	61453843	150000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN23		
INCREMENTAL FUNDING \$150,000.00		

MOD 5

100004	61920741	135000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN06		
Incremental funding in the amount of \$135,000.00		

MOD 7

100005	62294531	134000.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN05		
Incremental funding in the amount of \$134,000.00		

MOD 8

100006	62973710	150000.00
LLA :		
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN07		

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Incremental funding in the amount of \$150,000.00

MOD 10

100007 70103842 150975.00  
 LLA :  
 AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN05  
 Incremental funding in the amount of \$150,975.00

MOD 12

100101 70475790 100000.00  
 LLA :  
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN07  
 Incremental funding the amount of \$100,000.00.

MOD 13

100102 71351484 192000.00  
 LLA :  
 AJ 1771804 5C1C 252 EA13W 068342 2D 01C1C0 70200000200  
 Standard Number: N0003907RXFU310 ACRN:AA  
 Incremental funding in the amount of \$192,000.00.

MOD 14

100103 72056657 3000.00  
 LLA :  
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN07  
 Incremental funding in the amount of \$3,000.00.

MOD 15

100104 72895430 50000.00  
 LLA :  
 AH 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2081VN06  
 Incremental funding in the amount of \$50,000.00.

MOD 17

100105 73471943 80000.00  
 LLA :  
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2081VN05  
 Incremental funding in the amount of \$80,000.00.

MOD 18

100201 80431247 100000.00  
 LLA :  
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2081VN05  
 Incremental funding in the amount of \$100,000.00.

MOD 20

100202 81330605 100000.00  
 LLA :  
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN06  
 Incremental funding in the amount of \$100,000.00.

MOD 22

100203 82183263 50000.00  
 LLA :  
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN06  
 Incremental funding in the amount of \$50,000.00.

MOD 23

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100204 82954581 20000.00  
LLA :  
AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN04

100205 82954582 5000.00  
LLA :  
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN08

MOD 24

100301 90443044 40000.00  
LLA :  
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN08

600101 90443047 10000.00  
LLA :  
AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN08

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

A Subcontracting plan is required.

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 12,782 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 per year.

(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 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)

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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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NAVSEA 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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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term

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incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of approximately five (5) years on the basis of performance (not to exceed the April 2009 expiration of the MAC unless the option is exercised). For each period of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Period 1, the contractor earns Period 2; if ratings are positive for Period 2, the contractor earns Period 3, and so on up to the maximum of five (5) years. But if ratings are negative for any period, then the order is ended. The evaluation criteria and the award term procedures are described in section 9.0 below, "Award Term Plan".

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#### AWARD TERM PLAN

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

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

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional". 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. Each period of the order shall be equivalent to one (1) evaluation period. 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. 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. 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. 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.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint 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 15 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

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and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. 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 final day 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 option for the next year will not be exercised and 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.

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**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 TOP 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 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.

52.222-41 Service Contract Act (1965)

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT 1). CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423), DATED 11-9-2005, 10 pgs

ATTACHMENT 2). DD 254, DATED 2-13-2006, 3 pgs