

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
06

3. EFFECTIVE DATE
23-Mar-2017

4. REQUISITION/PURCHASE REQ. NO.
N0024215RC001F1

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00244

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVSUP FLC San Diego, Code 200

DCMA Manassas

SCD: C

3985 Cummings Road

14501 George Carter Way, 2nd Floor

San Diego CA 92136-4200

Chantilly VA 20151

angelina.pinahardin@navy.mil 619-556-6198

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

Anchor Innovation, Inc.
208 Golden Oak Court, Suite 121
Virginia Beach VA 23452-1331

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7609 / N00178-14-D-7609-NW01

10B. DATED (SEE ITEM 13)

24-Sep-2014

CAGE CODE 3DCG2

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties FAR 43.103(a)(3)
- D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Chris Powell, President

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

Brian W ODonnell, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Chris Powell
(Signature of person authorized to sign)

23-Mar-2017

BY /s/Brian W ODonnell
(Signature of Contracting Officer)

23-Mar-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of modification 06 is to incorporate a DD254 which was inadvertently missing from the original Task Order award. In accordance with the RFP Section C PWS, "8.0 SECURITY CLEARANCE Secret security clearance is required for the Waterfront Security Project Manager only".

Accordingly, Section J is modified to incorporate Attachment 5 DD254 Contract Security Classification Specification.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

7000 Marine Engineering Services \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	J020	Base Period Labor (O&MN,N)	1.0	LO			
7200	J020	Option Period 1 Labor - FY16 O&MN, FAR 52.232-18 Availability of Funds applies. (O&MN,N)	1.0	LO	0		
7300	J020	Option Period 2 Labor (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
7301	J020	Option Period 2 Labor For Funding Purposes only (O&MN,N)	1.0	LO			
7400	J020	Option Period 3 Labor (O&MN,N) Option	1.0	LO			
7500	J020	Option Period 4 Labor (O&MN,N) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000					\$0.00
9100	J020	Base Period ODCs (O&MN,N)	1.0	LO	
9200	J020	Option Period 1 ODCs - FY16 O&MN, FAR 52.232-18 Availability of Funds applies. (O&MN,N)	1.0	LO	
9300	J020	Option Period 2 ODCs (O&MN,N)	1.0	LO	\$0.00
9301	J020	Option Period 2 ODCs For Funding Purposes only (O&MN,N)	1.0	LO	
9400	J020	Option Period 3 ODCs (O&MN,N) Option	1.0	LO	
9500	J020	Option Period 4 ODCs (O&MN,N) Option	1.0	LO	

LEVEL OF EFFORT (COST TYPE CONTRACT)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to five years thereafter is based upon 9,600 estimated manhours of direct labor per year. If all options are exercised by the Government, the level of effort for the performance of this contract will be

increased by an additional 38,400 option years one through four estimated manhours of direct labor, for a total level of effort of 48,000 estimated manhours of direct labor (hereinafter referred to as the “Estimated Total Hours”).

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Table B-1: Marine Engineering Services Annual Direct Labor Hour Estimates

Labor Category	CLIN 7100	CLIN 7200	CLIN 7300	CLIN 7400	CLIN 7500
Waterfront Security Project Manager (1 FTE)	1,920	1,920	1,920	1,920	1,920
Marine Systems Engineers (4 FTEs)	7,680	7,680	7,680	7,680	7,680
Total	9,600	9,600	9,600	9,600	9,600

*The estimated level-of-effort hours in the table above will be used for comparison purposes during proposal evaluation, but do not necessarily reflect the number of hours that will be incurred during performance of the Task Order.

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The Government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the

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Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed three years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds".

PAYMENT OF FIXED FEE – CPFF CONTRACT

(a) The fixed fee specified herein, subject to any adjustment required by other provisions of this contract and subject to the provision for withholding of 15 percent of the fee as set forth in the clause entitled "Fixed Fee", will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such payment of fee is to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the estimated cost of the contract/delivery order. The balance of the fixed fee shall be payment in accordance with other clauses of this contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

COMMANDER, NAVY REGION SOUTHWEST

PORT OPERATIONS

PERFORMANCE WORK STATEMENT

1.0 INTRODUCTION

This effort is in support of Commander, Navy Region Southwest (CNRSW) Port Operations. The primary mission of Port Operations is to provide waterfront services to the U. S. Navy fleet and other Department of Defense activities at the following installations: Naval Base San Diego, Naval Base Coronado, Naval Base Point Loma, Naval Weapons Station Seal Beach, and Naval Base Ventura County. The goal of this effort is to have an enhanced vessel logistics and marine maintenance program that ensures timely and effective vessel maintenance and repair, logistic support and vessel readiness of Commander, Navy Region Southwest's Harbor Security Boats (HSB), Barrier Handling Boats (BHB) and Port Operations Oil Recovery and Utility Craft as required.

2.0 SCOPE

The required services encompass planning and training support, scheduling, maintenance, operations and logistics support necessary to ensure that the Government has the numbers, types and properly configured vessels available where and when required to meet its operational mission requirements. The nature of the work ranges from planned preventative maintenance to emergent repairs requiring highly qualified and certified Marine Systems Engineers (MSEs) to advise on long-term planning efforts for Port Operation material readiness and equipment support. These services will ensure the U.S. Navy's Harbor Patrol Units (HPU) are trained based on the boat-specific Navy approved coxswain training program and HPU Standard Operating Procedures (SOP) and manned to operate Harbor Security Boats around the clock during all weather conditions. Operating as a cross-program initiative, CNRSW Public Safety operates the HSBs while CNRSW Port Operations provides funding and oversight for the maintenance and repairs of the boats.

The contractor shall provide engineering technical support to include diagnostic trouble shooting and recommendations for all maintenance and repairs to 35 Harbor Security and Barrier Handling Boats, over 50 Port Operations small boats and service craft used throughout the region for oil spill response and force protection. All contractor personnel shall have demonstrated expertise and experience maintaining, operating and sustaining these types of small craft and equipment to include:

- 50ft LCM Workboats
- 28ft & 30ft Boom Platform Boats

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- 30ft Workboats
- 28ft & 30ft Oil Skimmers
- 27ft, 28ft, 32ft & 36ft Harbor Patrol Boats
- 36ft High Value Unit (HVU) Escort Boats
- 19ft & 25ft Barrier Handling Boats
- Assorted 18ft - 26ft Aluminum and Fiberglass Boats
- Assorted Utility Boats and Oil Recovery Equipment

At a minimum, MSEs shall be certified by the following Original Equipment Manufacturers (OEMs) (Yamaha, Mercury, Evinrude-Johnson and Honda) to perform warranty repairs and preventative maintenance. Each MSE must have at least one of these certifications, but certifications for all four types of out-board engines must be cumulatively possessed by proposed personnel. Additionally, MSEs shall be factory trained to perform repairs and facilitate warranty claims for the following OEMs (Cummins, Volvo-Penta, and Westerbeke). Each MSE must be factory trained by at least one of these OEMs, but factory training for all three types of out-board engines must be cumulatively possessed by proposed personnel.

Finally, at least one MSE must obtain a Navy coxswain qualification to operate boats, IAW US Navy boat coxswain requirements. The contractor shall provide copies of all certifications and completion of factory training to the Government at the time of proposal submission.

3.0 APPLICABLE DOCUMENTS

COMUSFLTFORCOMINST 4790.3C Joint Fleet Maintenance Manual (JFMM)

OPNAV1NST 4790.8B Ships Maintenance and Material Management (3M) Manual

Naval Ships Technical Manual (NSTM) - Chapter 001 General – Publications Index and User Guide S9086-AA-STM-010

Naval Ships Technical Manual (NSTM) - Chapter 583 Boats and Small Craft S9086-TX-STM-010/CH-583

OPNAVINST 5100.19E – Navy Safety and Occupational Health (SOH) Program Manual for Forces Afloat

OPNAVINST 5100.23E - Navy Safety and Occupational Health Program Manual

NAVEDTRA 43606- Shore Installation Management Basic Boat Coxswain Personal Qualification Standards (PQS)

Commandant Instruction M16672.2D – Navigation Rules, International Inland

Applicable maintenance and repair manuals for following propulsion systems:

Yamaha 60HP-250HP 4-stroke outboards

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3.0L MerCruiser inboard/outboard engines

Evinrude/Johnson outboard engines (115-225HP)

Mercury Opti-Max 150 to 225 hp outboards

Mercury VERADO 225

Honda 135HP-225HP 4-Stroke outboards

Volvo Penta diesel engines

Detroit 6-71/8-71 diesel engines

Westerbeke generator sets

Cummins QSM, QSL and QSB diesel engines

Applicable Maintenance Information Page and maintenance and repair manuals for following small Boat trailers:

US Navy Planned Maintenance System MIP 5833/205-C3

E Z loader

J.D.C.I./Boat Master

Load Master Trailer

Myco Trailers

Boat Information Books

S9008-EV-BIB-010, Boat Information Book for 28-Foot Harbor Security Boat (HS), Hulls 28HS0301 Through 28HS0318

S9008-DY-BIB-010, Boat Information Book for 28-Foot Harbor Security Boat (HS), Hulls 28HS0201 Through 28HS0212

S9008-H9-BIB-010, Boat Information Book for 27-Foot Harbor Security Boat (HS), Hulls 27HS1001 through 27HS1012

S9008-J5-BIB-010, Boat Information Book for 27-Foot Harbor Security Boat (HS), Hulls 27HS1101 through 27HS1111

S9008-FB-BIB-010, Boat Information Book for 27-Foot Harbor Security Boat (HS), Hulls 27HS0401 through 27HS0402 and 27HS0406 through 27HS0409

S9008-H3-BIB-010, Boat Information Book for 11-Meter Harbor Security Boat (MHS), Hulls 11MHS0901 through 11MHS0908

S9008-KB-BIB-010 Boat Information Book for 36-Foot Harbor Security Boat (HS), hulls 36HS1201 thru 36HS1209

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S9008-GD-BIB-010, Boat Information Book for 25-Foot Barrier Boat (BB), Hulls 25BB0607 and 25BB0615

S9008-EN-BIB-010, Boat Information Book for 25-Foot Barrier Boat (BB), Hulls 25BB0301 and 25BB0302

S9008-FC-BIB-010 Rev-1, Boat Information Book for 25-Foot Barrier Boat (BB), Hulls 25BB0401 Thru 25BB0408

S9008-H9-BIB-010 Boat Information Book for 27-Foot Harbor Security Boat (HS), hulls 27HS1001 thru 36HS1012

4.0 SPECIFIC REQUIREMENTS

4.1 The contractor shall provide technical services and maintenance consultation to the CNRSW Port Operations Program Director ensuring all small craft, trailers, marine systems, equipment and other assigned port operations areas of responsibilities are maintained in accordance with OEM specifications, Navy Planned Maintenance System (PMS) requirements, contractor Standard Operating Procedures (SOPs) and accepted industry standards. The contractor shall perform predictive, preventative and corrective maintenance and provide engineering analysis for HSB extended maintenance and refurbishment planning and execution, small boat emergent maintenance and repairs, identification of required repair parts for Government procurement, Port Security Barrier (PSB) maintenance and repair consultation, small boat dock maintenance and procurement consultation, coordination between Defense Energy Support Center (DESC) and Port Operations for small boat fuel delivery to meet mission requirements, and special mission logistics requirements such as HSB support of Fleet Week and dignitary visits.

4.2 The contractor shall communicate directly with the Contracting Officer's Representative (COR) after refining input from CNRSW Harbor Patrol Unit and Port Operations personnel to ensure completion of all mission readiness requirements in addition to all small boat and ancillary equipment maintenance. The contractor shall submit a situation report to the COR and Region Program Director on the status of special projects and program areas of concern on a monthly basis.

4.3 The contractor shall process Government-directed and NAVSEA-approved boat alterations that are exclusive of preventative and corrective maintenance. The contractor shall develop an implementation plan for execution of the boat alterations. The contractor shall execute the boat alteration if within contractor capability and approved by the Regional Maintenance Officer, or submit a recommended action plan to the Regional Maintenance Officer if beyond the contractor's capability. The following are two examples of boat alterations that the contractor may be required to perform. Example 1: A boat alteration necessary to replace and install a different type of generator set than the original OEM due to poor performance of the old generator set. Example 2: Install a completely different generator set from a different manufacturer due to the original type becoming obsolete. The contractor shall have the capability to follow the directions and install the new unit properly per the instructions in the boat alteration provided by NAVSEA.

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4.4 Boats shall be kept clean, free of marine growth, spot preserved, with all equipment functional and all required Government furnished boat gear in accordance with Naval Ships Technical Manual (NSTM) Chapter 583 (Boats and Small Craft), OPNAVINST 3120.32 (Standard Organization and Regulations for the U. S. Navy (SORM)) and U. S. Coast Guard COMDINST M16672.2A (Navigation Rules of the Road). The contractor shall perform periodic inspections for compliance and forward discrepancies to the Government when repairs cannot be affected or required equipment is missing.

4.5 Maintenance and repair requirements include all electrical equipment as provided aboard all craft and includes A/C and D/C installed equipment. MSEs shall diagnose equipment problems, facilitate the order of parts, and perform repairs. MSEs shall stay apprised of the latest technologies pertaining to modernization of test tools, equipment and future models of boats and their propulsion systems. MSEs shall maintain shore support marine maintenance equipment and machinery to include outboard test tank and hydraulic lifts, engine stands, lower unit stands, bearing press, electronic engine diagnostic equipment and OEM specialty tools for Mercury, Bombardier and Yamaha model engines. MSEs shall clean their working area, surroundings, and grounds.

4.6 The contractor shall submit to the COR an operational plan to meet all small boat planned and emergent requirements. The contractor shall coordinate with CNRSW HPU and Port Operations personnel for maintenance scheduling to ensure a minimum of 10 HSBs and 5 BHBs for San Diego Metro Area and 4 HSBs for NWS Seal Beach remain fully mission capable at all times in order to meet regional mission requirements.

4.7 The contractor shall prepare recommended maintenance requirements and specifications for major repairs. The contractor shall provide technical support during inspections and recommendation of repair work performed by repair activities five days following these inspections.

4.8 The contractor shall maintain and provide complete documentation and history of repairs for each small boat and service craft in a separate binder and catalogued in a log. The contractor shall obtain descriptions and recommendations on the nature and extent of repairs required through discussion with operating personnel and other MSEs.

4.9 In the event of a new type or updated equipment is added following contract award, relevant information and training may be provided by the Government when deemed essential to the overall operational and mission requirements of the Port Operations Regional Boat Repair Facility at the Government's direction.

4.10 The contractor shall conduct quarterly periodic assessments of all remote sites for material readiness and good engineering practices in accordance with NSTM 583 and Harbor Patrol Unit Standard Operating Procedures (SOP) of all small boats and ancillary equipment. A trip report shall be submitted on vessel readiness within five working days of the visit.

4.11 The contractor shall prepare all inspection report drafts and will submit reports to the Regional Maintenance Manager for final review and submission. All NAVSEA INSURV

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scheduling requirements will be approved by the Regional Maintenance Manager. All NAVSEA inspection forms and criteria are to be provided to the contractor by the COR.

The below table provides a breakdown of the average number of hours the various engines are operated per year, per boat, per engine type, and provides past repair efforts. This historical information is subject to fluctuations based on the fact that the engines may require more or less maintenance and repair based on the number of hours they are operated throughout each year. This data is provided to enable offerors to provide a basis of estimate for their proposed prices for the base year and each of the four option years. All maintenance servicing and repair requirements by OEM certified technicians shall be performed in accordance with certification training standards, as required by OEMs to maintain and sustain applicable product warranties. The contractor shall not direct charge the Government for any hours or costs associated with attaining or maintaining the required OEM certifications.

Waterfront Security Project Manager

Administrative formula (A x B = C)

A = Number of actions

B = Number of hours per action

C = Total annual actions = 1,902

***These man hours below are an estimate of the required direct labor hours and are based on historical information. They are provided for the purpose of defining the scope of the contract and do not necessarily reflect the number of hours that will be incurred during performance of the task order.**

Qty (Actions)	Description	Completed administrative actions for base year and each of the four option years. (Total number of accumulated man hours from start to finish)*
	Waterfront Security Project Manager	
250	Meet daily with NRSW San Diego Metro Area Harbor Patrol unit for Harbor Security Boat status briefing	Estimated one hour per meeting, 250 hours per year
52	Meet weekly with NRSW Maintenance Manager for small boat and ancillary equipment status briefing	Estimated three hours per meeting, 156 hours per year
52	Meet weekly with NRSW Regional Maintenance Shop for Harbor Security Boat status briefing	Estimated four hours per meeting, 208 hours per year
12	Generate monthly status report to the Region Port Operations Program Manager of all small boat, Port Security Barrier, and ancillary equipment actions, issues and concerns	Estimated 16 hours development, 192 hours per year

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8	Generate quarterly status trip reports report of all small boats and ancillary equipment at Port Hueneme, San Clemente Island, and NWS Seal Beach	Estimated 8 hours development, 64 hours per year
1	Annually, provide recommended extended maintenance action reports for hull painting and repairs on all CNRSW HSB's and BHB's	Estimated 24 hours development, 24 hours per year
35	Annually, conduct extensive material inspections for all HSB's and BHB's for maintenance recommendation	Estimated 8 hours per inspection, 280 hours per year
1	Provide extended maintenance budget forecast for all HSB's and BHB's	Estimated 16 hours development, 16 hours per year
7	IAW CNIC and NRSW directives, conduct Virtual Material Inspections	Estimated 16 hours per inspection and associated reports, 112 hours per year
52	Conduct weekly material readiness inspections on 17 Metro Area HSB's	Estimated 10 hours total, 520 hours per year
4	Make semi-annual site visit at Port Hueneme for small boat and ancillary equipment condition inspection	Estimated 16 hours per visit, 32 hours per year
4	Make semi-annual site visit at San Clemente Island for small boat and ancillary equipment condition inspection	Estimated 8 hours per visit, 16 hours per year
4	Make quarterly site visit at NWS Seal Beach for small boat and ancillary equipment condition inspection	Estimated 8 hours per visit, 32 hours per year

Marine Systems Engineers

Maintenance formula (A x B x C = D)

A = Number of units

B = Number of hours

C = Number of times action is conducted

D = Total annual hours

*****These man hours below are an estimate of the required direct labor hours and are based on historical information. They are provided for the purpose of defining the scope of the contract and do not necessarily reflect the number of hours that will be incurred during performance of the task order.**

Total hours of maintenance per year

$$A / B = C$$

$$9,910 / 4 = 2,477.5 \text{ (hours for one technician)}$$

A = Total hours

B = 4 technicians

C = Hours for one technician

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Qty (Units)	Description	Completed maintenance action for base year and each of the four option years. (Total number of accumulated man hours from start to finish)***
	Marine Systems Engineers	
30 units, 20 maintenances per year	*100 hour service maintenance on Yamaha F-250, IAW Yamaha service maintenance manual	600 hours per year
30 units, 6 maintenances per year	*500 hour service maintenance on Yamaha F-250, IAW Yamaha service maintenance manual	180 hours per year
30 units, 10.5 maintenances per year	*1000 hour service maintenance on Yamaha F-250, IAW Yamaha service maintenance manual	320 hours per year
10 units, 20 maintenances per year	*100 hour service maintenance on Yamaha F-225, IAW Yamaha service maintenance manual	200 hours per year
10 units, 8 maintenances per year	*500 hour service maintenance on Yamaha F-225, IAW Yamaha service maintenance manual	80 hours per year
10 units, 16 maintenances per year	*1000 hour service maintenance on Yamaha F-225, IAW Yamaha service maintenance manual	160 hours per year
2 units, 10 maintenances per year	*100 hour service maintenance on Honda 225, IAW Honda service maintenance manual	20 hours per year
2 units, 8 maintenances per year	*500 hour service maintenance on Honda 225, IAW Honda service maintenance manual	16 hours per year
2 units, 16 maintenances per year	*1000 hour service maintenance on Honda 225, IAW Honda service maintenance manual	32 hours per year
58 units, 2.5 maintenances per year	*100 hour service maintenance on Honda, Yamaha, Mercury, and Evinrude 60, 90, 115,135, and 150. IAW manufacturer's maintenance manuals	144 hours per year
58 units, 6.5 maintenances per year	*500 hour service maintenance on Honda, Yamaha, Mercury, and Evinrude 60, 90, 115,135, and 150. IAW manufacturer's maintenance manuals	384 hours per year
58 units, 13 maintenances per year	*1000 hour service maintenance on Honda, Yamaha, Mercury, and Evinrude 60, 90, 115,135, and 150. IAW manufacturer's maintenance manuals	768 hours per year
30 units, 4 maintenances per year	*Cummins Twin Disc service	120 hours per year

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2 units, 10 maintenances per year	*250 hours service maintenance on Cummins QSB5.9 Cummins service maintenance manual	20 hours per year
2 units, 16 maintenances per year	*500 hours service maintenance on Cummins QSB5.9 Cummins service maintenance manual	32 hours per year
2 units, 20 maintenances per year	*1000 hours service maintenance on Cummins QSB5.9 Cummins service maintenance manual	40 hours per year
6 units, 10 maintenances per year	*250 hours service maintenance on Cummins QSM11 Cummins service maintenance manual	60 hours per year
6 units, 14 maintenances per year	*600 hours service maintenance on Cummins QSM11 Cummins service maintenance manual	84 hours per year
6 units, 24 maintenances per year	*1500 hours service maintenance on Cummins QSM11 Cummins service maintenance manual	144 hours per year
2 units, 10 maintenances per year	*150 hours service maintenance on Cummins QSL9 Cummins service maintenance manual	20 hours per year
2 units, 16 maintenances per year	*250 hours service maintenance on Cummins QSL9 Cummins service maintenance manual, Cummins Twin Disc	32 hours per year
2 units, 20 maintenances per year	*500 hours service maintenance on Cummins QSL9 Cummins service maintenance manual	40 hours per year
38 units, 3 maintenances per year	**Rebuild Yamaha, Mercury, Honda, and Evinrude 60, 90, 115, 135, 150, 225 and 250 lower units. IAW manufactures service manuals	109 hours per year
166 units, 4 maintenances per year	**Reseal Yamaha, Mercury, Honda, and Evinrude 60, 90, 115, 135, 150, 225 and 250 lower units. IAW manufactures service manuals	664 hours per year
12 units, 8 maintenances per year	**Water tube replacement IAW Manufacturers manual	96 hours per year
25 units, 2 maintenances per year	**Replacement of outboard engines	50 hours per year
5 units, 8 maintenances per year	** Replace outboard engine and accessories. (Binnacle, harnesses, cables, gauges, and etc.)	40 hours per year

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34 units, 2 maintenances per year	**Diagnose and replace power trim assembly	68 hours per year
10 units, 2.5 maintenances per year	**Power trim repair /overhaul on bench	25 hours per year
8 units, 3 maintenances per year	**Overhaul trailers repair or replace rotors, calipers, actuators, and brake lines tires	24 hours per year
24 units, 1 maintenance per year	**Boat trailer maintenance and inspection—grease, inflate, rotate, check dates	24 hours per year
20 units, 4 maintenances per year	**Diagnosing and repairing of engines electrical systems. (Radars, GPS units, boat wiring, and etc.)	80 hours per year
30 units, 4 maintenances per year	**Diagnosing and repairing fuel systems. (Cleaning fuel tanks, lines, pumps, and etc.)	120 hours per year
96 units, 1 maintenance per year	*Launch, recover and opt test boat in the water	96 hours per year
64 units, 2 maintenances per year	**Inspect, replace, and repair steering unit	128 hours per year
456 units, 5 maintenances per year	**Miscellaneous repairs (work that is not occur on a regular basis)	2,280 hours per year
220 units, 2.5 maintenances per year	*Administrative research, phone calls, and etc.	550 hours per year

* scheduled maintenance

** nonscheduled maintenance

NOTE: Cost proposals that deviate from estimates in Section B (i.e., 1,920 hours for WSPM, 7,680 hours for MSE per year) may not be considered further for award.

5.0 PERIOD OF PERFORMANCE

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The period of performance shall be one base year commencing 1 October 2014 through 30 September 2015, with four one year options from 1 October 2015 through 30 September 2016, 1 October 2016 through 30 September 2017, 1 October 2017 through 30 September 2018, 1 October 2018 through 30 September 2019, respectively.

6.0 HOURS OF OPERATION

7:30 AM to 4:00 PM, Monday through Friday. Flex hours may be used to support emergent boat maintenance and repairs which are not consistent with the typical workday.

7.0 PLACE OF PERFORMANCE

The place of performance is Naval Base San Diego, Naval Base Coronado and Naval Base Point Loma with site visits to NWS Seal Beach and Naval Base Ventura County. The contractor shall travel to remote sites for small boat maintenance support and inspections to include, at a minimum: Port Hueneme one time annually totaling five days, San Clemente Island six times annually totaling 18 days, and Naval Weapons Station Seal Beach 12 times annually totaling 48 days. Additional travel to these sites may be required based on specific unforeseen circumstances to any or all of the sites. All contractor travel shall be in accordance with the Joint Federal Travel Regulations.

8.0 SECURITY CLEARANCE

Secret security clearance is required for the Waterfront Security Project Manager only.

9.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide shop space, all tools and test equipment, parking facility, orientation of departmental and regional requirements, equipment to include access to a computer, computer software, printer, phone, fax, and office supplies necessary to perform the assigned tasks.

10.0 NON-PERSONAL SERVICES STATEMENT

Contractor employees performing services under this effort shall be controlled, directed and supervised by management personnel of the contractor. Contractor management shall ensure that employees properly comply with the performance work standards as outlined in the Performance Work Statement. Contractor employees shall perform their duties independent of and without the supervision of any Government official or other contractor. Tasks, duties and responsibilities set forth in the Performance Work Statement may not be interpreted or implemented in any manner that results in any contractor employees creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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11.0 PERSONAL QUALIFICATIONS

The contractor shall be responsible for employing technically qualified personnel to perform the work specified in this Performance Work Statement. The Contractor shall maintain personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee shall contain experience directly related to the tasks and functions intended to perform under the contract. The Government reserves the right, during the life of this task order, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements. Additionally, the Government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

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SECTION D PACKAGING AND MARKING

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative(COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of theMAC contract.

2.0 DATA PACKAGE LANGUAGE

2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract Number

3.1.3 Task Order Number

3.1.4 Sponsoring Activity

All Deliverables shall be packaged and marked IAW Best Commercial Practice

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7100	10/1/2014 - 9/30/2015
7200	10/1/2015 - 9/30/2016
7300	10/1/2016 - 9/30/2017
7301	10/1/2016 - 9/30/2017
9100	10/1/2014 - 9/30/2015
9200	10/1/2015 - 9/30/2016
9300	10/1/2016 - 9/30/2017
9301	10/1/2016 - 9/30/2017

PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	Period of Performance
7100/9100	O&MN	Base	10/1/14-9/30/15
7200/9200	O&MN	Option 1	10/1/15-9/30/16
7301/9301	O&MN	Option 2	10/1/16-9/30/17
7400/9400	O&MN	Option 3	10/1/17-9/30/18
7500/9500	O&MN	Option 4	10/1/18-9/30/19

*Option 1, 2, 3, and 4 Period of Performance is dependent upon exercising the options in accordance with 52.217-9 listed in Section I of the solicitation.

DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the CDRL (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following

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inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Government

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00242
Service Approver (DoDAAC)	N00242
Service Acceptor (DoDAAC)	N00242
DCAA Auditor DoDAAC	HAA47B

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Bobby Green

bobby.c.green@navy.mil

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

See above

(Contracting Officer: Insert applicable information or “Not applicable.”)

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(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

CONTRACT ADMINISTRATION FUNCTIONS

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

[] Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price Adjustment Clause.

[] Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

[] Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to

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protect the Government's interests.

[] Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is:

Name: Brian O'Donnell

Phone: 619-556-5141

Email: brian.odonnell@navy.mil

(d) The Task Order Negotiator is:

Name: Angelina L. PinaHardin

Phone: 619-556-6198

Email: Angelina.pinahardin@navy.mil

(e) Interim Ombudsman for the Fleet Logistics Center, San Diego CA is:

Name: Gary Thomas

Phone: 619-556-5109

Email: gary.p.thomas@navy.mil

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CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Philip Goodman

Title: Waterfront Security Project Manager

Mailing Address: 208 Golden Oak CT, Virginia Beach, VA 23452

Telephone: 619-556-3659

FAX: 619-556-5082

Email: pgoodman@anchori.com

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
7100	N0024215RC001F1	
LLA :		
AA 1751804 52FA 252 00052 0 068732 2D C001F1 002425PR406Q		

LLA :
AA 1751804 52FA 252 00052 0 068732 2D C001F1 002425PR406Q

BASE Funding
Cumulative Funding

MOD 01 Funding 0.00
Cumulative Funding

MOD 02

7200	N0024216RC012F1	
LLA :		
AB 1761804 52FA 251 00052 0 068732 2D C012F1 002426PR406Q		

9200	N0024216RC012F1	
LLA :		
AB 1761804 52FA 251 00052 0 068732 2D C012F1 002426PR406Q		

MOD 02 Funding
Cumulative Funding

MOD 03

7200	N0024216RC012F1	
LLA :		

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AB 1761804 52FA 251 00052 0 068732 2D C012F1 002426PR406Q

MOD 03 Funding
Cumulative Funding

MOD 04

300 N0024217RC002F1
LLA :
AC 1771804 52FA 251 00520 0 056521 2D PRM1PR 24217RC002F1

9300 N0024217RC002F1
LLA :
AC 1771804 52FA 251 00520 0 056521 2D PRM1PR 24217RC002F1

MOD 04 Funding
Cumulative Funding

MOD 05

7300 N0024217RC002F1
LLA :
AC 1771804 52FA 251 00520 0 056521 2D PRM1PR 24217RC002F1

7301 N0024217RC002F1
LLA :
AD 1771804 52FA 251 00520 056521 2D PRM1FT 24217RC002F1

9300 N0024217RC002F1
LLA :
AC 1771804 52FA 251 00520 0 056521 2D PRM1PR 24217RC002F1

9301 N0024217RC002F1
LLA :
AD 1771804 52FA 251 00520 056521 2D PRM1FT 24217RC002F1

MOD 05 Funding 0.00
Cumulative Funding

MOD 06 Funding 0.00
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic Seaport-E MAC contract is incorporated by reference. Award will only be made to an offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

ORGANIZATIONAL CONFLICT OF INTEREST

A. INTRODUCTION

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide Marine Engineering support services to CNRSW Port Operations, an activity end-user. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. DEFINITIONS

- (1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Interest" means organizational or financial interest;
- (4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor

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its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract. By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair [e.g. the independent cost estimate] advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract. The Contractor, as broadly defined herein, is prohibited from providing to Navy any repairs or industrial repair services, shipboard IT/software services advanced planning for repair services, design services for alterations or repairs, installations, repair or alternation engineering or planning services, equipment or system grooms, or shipboard assessment services for any ship system, component, end item or part thereof for any Navy ship which has been provided Marine Engineering support services under this contract. These restrictions, as others set forth herein, shall survive contract performance, inclusive of options. Nothing in these restrictions shall operate to preclude the Contractor, as broadly defined herein, from participating in a follow-on contract or task order to this procurement. As indicated in the definition of Contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act. In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in

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accessing third party trade secret information and contact the Contracting Officer for further guidance. If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its “affiliates” as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default. Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, “Responsibility” determination(s).

NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee. It is estimated that these funds will cover the cost of performance through 30 September 2015. Subject to the provisions of the clause entitled “Limitation of Funds” (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the

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requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) 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 offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

LIABILITY INSURANCE (COST TYPE CONTRACTS)

The following types of insurance are required in accordance with the clause entitled

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“INSURANCE-LIABILITY TO THIRD PERSONS” (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen’s Compensation and Employer’s Liability Insurance (or, where maritime employment is involved, Longshoremen’s and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror’s cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror’s decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer’s Representative(s) (COR) for this contract:

Name: Brian Lehmkuhler
Code: CNRSW Port Operations
Mailing Address: 3115 Buchanan St. Bldg 150, San Diego, CA 92136-5084
Telephone: 619-556-6790
Email: brian.lehmkuhler@navy.mil

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Name:
Code:
Mailing Address:
Telephone:
Email:

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(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security

Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

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--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.244-2 SUBCONTRACTS (OCT 2010)

52.245-9 USE AND CHARGES (AUG 2010)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

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para (a) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Fleet Logistics Center San Diego

para (b) fill-in: Task Order Number TBD

para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)

CLAUSES INCORPORATED BY FULL TEXT:

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment

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may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer’s written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer’s approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

REPORTING REQUIREMENTS

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

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(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: Brian O'Donnell, Operational Forces Support, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116-3rd Floor-South End, San Diego CA 92136-4200.

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SECTION J LIST OF ATTACHMENTS

1. Contract Administration Plan
2. Quality Assurance Surveillance Plan (QASP)
3. Contract Data Requirements Lists (CDRLs)
4. Wage Determination No.: 2015-5635, Revision No.: 1, Date 03/08/2016.
5. DD254 Contract Security Classification Specification