

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
123. EFFECTIVE DATE
15-Dec-20154. REQUISITION/PURCHASE REQ. NO.
N/A (CMTS 15-LER-027)5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00167

7. ADMINISTERED BY (If other than Item 6) CODE

S2101A

NSWC, CARDEROCK DIVISION, MARYLAND
9500 MacArthur Blvd
West Bethesda MD 20817
laura.rider@navy.mil 301-227-5821DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

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

MAR Range Services
1803 Research Blvd, Suite 204
Rockville MD 20850

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4081-FD01

10B. DATED (SEE ITEM 13)

24-Sep-2007

CAGE CODE
09LR6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<input type="checkbox"/>	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) Mary Lee Pence, Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathleen C Bonturi, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Mary Lee Pence (Signature of person authorized to sign)	15C. DATE SIGNED 15-Dec-2015	16B. UNITED STATES OF AMERICA BY /s/Kathleen C Bonturi (Signature of Contracting Officer)	16C. DATE SIGNED 15-Dec-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to incorporate revisions, at no additional cost to the Government, to the wavemaker replacement specification as shown in the revised "Carderock Division Wavemaker Replacement Specification (Revision 1)" attached to this modification.

a. Accordingly, said Task Order is modified as follows:

1) The "Carderock Division Wavemaker Replacement Specification" attached to the order is hereby replaced in its entirety with the revised "Carderock Division Wavemaker Replacement Specification (Revision 1)" attached to this modification.

2) All references to the "Carderock Division Wavemaker Replacement Specification" in Section C, Statement of Work, and Section F, Deliverables or Performance, are hereby replaced with the "Carderock Division Wavemaker Replacement Specification (Revision 1)".

3) Section C, Statement of Work, Task 3.5.(i) is revised as follows:

From: Updated software and support for one (1) year after installation and acceptance of systems.

To: Updated software and support through 31 December 2015.

4) Section C, Statement of Work, Task 3.5(j) is revised as follows:

From: Provide Support Services for one (1) year after installation of the Wavemaker system(s) for all major systems/components. In addition, the Contractor shall provide a warranty for a period of one year from the date of acceptance. The Contractor shall provide a warranty on latent defects due to design errors for up to 3 years from the date of acceptance. This warranty will include all parts and labor.

To: Provide support services through 31 December 2015 for all major systems/components. In addition, the Contractor shall provide a warranty through 31 December 2015. The Contractor shall provide a warranty on latent defects due to design errors through 31 January 2017. This warranty will include all parts and labor.

b. The firm fixed price of this order remains unchanged at \$

c. The end of the period of performance remains unchanged at 31 December 2015.

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

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 1 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
2000	R425	Task 1: Wavemaker Design, Schedule, Removal, Disposal Fully funded in the amount of \$ (RDT&E)	1.0	LO		
2010	R425	Task 1, 1A Material for Wavemaker #1 (RDT&E)	1.0	LO		
201001	R425	Funds in the amount of (RDT&E)				
201002	R425	Funds in the amount of (RDT&E)				
201003	R425	Funds in the amount of (RDT&E)				
201004	R425	Funds in the amount of (RDT&E)				
201005	R425	Funds in the amount of (RDT&E)				
2020	R425	Task 1, Option 1B: Material for Wavemaker #1 and Wavemaker #2 (Fund Type - TBD) Option	1.0	LO		
2030	R425	Task 1, Option 1C: Material for Wavemaker #2 and Wavemaker #3 (Fund Type - TBD) Option	1.0	LO		
2035	R425	Task 1, Option 1D: Material for Wavemaker #1, Wavemaker #2 and Wavemaker #3 (Fund Type - TBD) Option	1.0	LO		
2040	R425	Task 2, 2A Fabrication and Delivery of Wavemaker #1 (MASK) in accordance with approved designs under Task 1 (increased by \$ from CLIN 2080 on Mod 08) (RDT&E)	1.0	LO		
204001	R425	Funds in the amount of \$ (RDT&E) (RDT&E)				
204002	R425	Funds in the amount of \$ (RDT&E) (RDT&E)				
204003	R425	Funds in the amount of \$ (RDT&E)				
204004	R425	Funds in the amount of \$ (RDT&E)				
2050	R425	Task 2, Option 2B: Fabrication and Delivery of Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) in accordance with approved designs under Task 1 (Fund Type - TBD) Option	1.0	LO		
2060	R425	Task 2, Option 2C: Fabrication and Delivery of Wavemaker #2 (Deep Towing Basin) and Wavemaker	1.0	LO		

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		#3 (High Speed Bsin) in accordance with the approved designs under Task 1 (Fund Type - OTHER) Option				
2070	R425	Task 2, Option 2D: Fabrication and Delivery of Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved designs under Task 1 (Fund Type - TBD) Option	1.0	LO		
2080	R425	Task 3, 3A: Removal, Disposal and Installation of Wavemaker #1 (MASK) in accordance with approved plan under Task 1 (moved to CLIN 2040 Mod 08) (Fund Type - TBD)	1.0	LO		
208001	R425	Funds in the amount of 0 deobligated on mod 08 (RDT&E)				
208002	R425	Funds in the amount of (WCF)				
2090	R425	Task 3, Option 3B: Removal, Disposal and Installation of Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) with approved plan (Fund Type - TBD) Option	1.0	LO		
2100	R425	Task 3, Option 3C: Removal, Disposal and Installation of Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved plan under Task 1 (Fund Type - TBD) Option	1.0	LO		
2110	R425	Task 3, Option 3D: Removal, Disposal and Installation of Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved plan under Task 1 (Fund Type - TBD) Option	1.0	LO		
2120	R425	Task 4, Option 4A: Testing, Training and Spares for Wavemaker #1 (MASK) (Fund Type - TBD)	1.0	LO		
212001	R425	Funds in the amount of (WCF)				
2130	R425	Task 4, Option 4B: Testing, Training and Spares for Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) (Fund Type - TBD) Option	1.0	LO		
2140	R425	Task 4, Option 4C: Tessting, Training and Spares for Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Bsin) (Fund Type - TBD)	1.0	LO		

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 3 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Option				
2150	R425	Task 4, Option 4D: Testing, Training and Spares for Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) (Fund Type - OTHER)	1.0	LO		
		Option				
2160	R425	Task 5, 5A: Final Logistics Products for Wavemaker #1 (MASK) (Fund Type - TBD)	1.0	LO		
216001	R425	Funds in the amount of deobligated on Mod 08 (RDT&E)				
216002	R425	Funds in the amount of (WCF)				
2170	R425	Task 5, Option 5B: Final Logistics Products for Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) (Fund Type - TBD)	1.0	LO		
		Option				
2180	R425	Task 5, Option 5C: Final Logistics Products for Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) (Fund Type - TBD)	1.0	LO		
		Option				
2190	R425	Task 5, Option 5D: Final Logistics Products for Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) (Fund Type - OTHER)	1.0	LO		
		Option				
5000	R425	MRS Wavemaker Task 2A Additional Costs (Cost Growth/Storage/Design Modifications) (WCF)	1.0	LO		

The duration of this Task Order (if all options are exercised) will be through 31 December 2015.

Option 1A is exercised concurrently with the award of this Task Order.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 4 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 OBJECTIVE

The purpose of this procurement is to obtain the design, fabrication, removal and disposal of existing wavemaker system(s) and the installation of new wavemakers in three separate facilities, all located at the Carderock Division, Naval Surface Warfare Center, West Bethesda, MD location. This Statement of Work is separated into five (5) major tasking areas with various options to be exercised under each task area depending on funds availability. This is a performance-based acquisition structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described in the "Performance Requirements Summary" and the evaluation methods described in provision CAR H09 in Section H of the solicitation.

2.0 SCOPE

The Navy seeks to replace the existing wavemaker systems with new, state of the art systems in three different facilities, all located at the West Bethesda, MD site as follows:

1. Wavemaker #1 - Maneuvering and Seakeeping (MASK) Basin located in Building 18.
2. Wavemaker #2 - Deep Towing Basin located in Building 4.
3. Wavemaker #3 - High Speed Towing Basin located in Building 4.

Tasking requirements are identified below; however, the main specifications for the wavemakers are contained in the attachment entitled "Carderock Division Wavemaker Replacement Specifications (Revision 1)."

3.0 TASK REQUIREMENTS

3.1 TASK 1 – Detailed Wavemaker Design, Schedule, Removal, Disposal and Installation Plan for all three (3) wavemakers identified above. Specifically, the contractor shall provide the following:

3.1.1 Prepare for NSWCCD review, a detailed engineering proposal with calculations of how to replace the three existing wavemakers within the scope of this Statement of Work and the attached specifications. Present this to the NSWCCD officials (to be identified) and respond to comments.

3.1.2 Prepare a mockup demonstration of Wavemaker 3D kinematic performance to validate design concept and demonstrate the lack of interferences and maintenance accessibility of the design.

3.1.3 Provide a preliminary design for review by the Government. Following Government approval, submit complete detailed design drawings and calculations for each wavemaker system.

3.1.4 Provide a removal & disposal plan, installation plan and installation schedule for each wavemaker configuration as shown in Task area #2.

3.1.5 Identify all long lead time materials for each wavemaker.

Invoices shall be submitted and will be paid based on the following intervals: 50% of Task 1 total price for completion of item 3.1.1, 20% for 3.1.2, 15% for 3.1.3, 10% for 3.1.4 and 5% for 3.1.5.

TASK 1 OPTIONS:

3.1.6 (Option 1A) Procure long lead time items for Wavemaker #1

3.1.7 (Option 1B) Procure long lead time items for Wavemaker #1 and Wavemaker #2

3.1.8 (Option 1C) Procure long lead time items for Wavemaker #2 and Wavemaker #3

3.1.9 (Option 1D) Procure long lead time items for Wavemaker #1, Wavemaker #2 and Wavemaker #3

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 5 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Invoices shall be submitted and will be paid based on the following intervals: Upon the execution of each purchase order issued by the contractor for long lead time items for each option exercised.

3.2 TASK 2 FABRICATION AND DELIVERY – Below are the possible wavemaker configurations that the Government may procure under this Task Order through the exercise of options.

3.2.1 Task 2 (Option 2A) Fabrication and delivery of Wavemaker #1 (MASK) in accordance with the approved design under Task area 1.

3.2.1.1 (CLIN 5000) Costs associated with Task 2A including a cost growth resulting from Government delays in providing funding which required extending this task order, storage/material/insurance costs, and design modifications including additional structural, decking, catwalk and stair access as detailed in MAR's proposal dated 24 September 2012. Invoices shall be submitted as follows: \$66,436 in October 2012 and 332,200 in November 2012.

3.2.2 Task 2 (Option 2B) Fabrication and delivery of Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) in accordance with the approved designs under Task area 1.

3.2.3 Task 2 (Option 2C) Fabrication and delivery of Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with the approved designs under Task area 1.

3.2.4 Task 2 (Option 2D) Fabrication and delivery of Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved designs under Task area 1.

Invoices shall be submitted and will be paid based on the following intervals: 12.5% of the total Task #2 value based on the specific option configuration exercised at each the 1/8 interval as determined by the contractor and agreed to by the Government.

3.3 TASK 3 – REMOVAL – DISPOSAL - INSTALLATION OF WAVEMAKERS

(These options coincide with Task area 2)

3.3.1 Task 3 (Option 3A) Removal, disposal and installation of Wavemaker #1 (MASK) in accordance with approved plan.

3.3.2 Task 3 (Option 3B) Removal, disposal and installation of Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) in accordance with approved plan.

3.3.3 Task 3 (Option 3C) Removal, disposal and installation of Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved plan.

3.3.4 Task 3 (Option 3D) Removal, disposal and installation of Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) in accordance with approved plan.

For each option (3A – 3D) exercised above, the contractor shall also perform the following specific tasks:

3.3(a) Prepare a detailed installation schedule minimizing facility down time along with Lift Plans and Tag Outs.

3.3(b) Prepare all necessary clearance and paperwork for security to get vendors on site.

3.3(c) Prepare necessary documents and gain approval for the disposal of hazardous materials, and compliance with environmental requirements.

3.3(d) Remove all excess materials and foundations from removed Wavemakers.

For CLIN 2080, invoices shall be submitted and will be paid based on the following increments for completion of tasking in accordance with the attachment entitled "Encl 1, Wavemaker Replacement Program Task 3A Invoicing Plan dated April 2012": \$489,500, twelve increments in the amount of \$353,181 each, and \$216,863.

3.4 TASK 4 – TESTING, TRAINING AND SPARES

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 6 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(These options coincide with Task areas 2 and 3)

3.4.1 Task 4 (Option 4A) Testing, Training and Spares for Wavemaker #1 (MASK) as detailed below.

3.4.2 Task 4 (Option 4B) Testing, Training and Spares for Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) as detailed below.

3.4.3 Task 4 (Option 4C) Testing, Training and Spares for Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) as detailed below.

3.4.4 Task 4 (Option 4D) Testing, Training and Spares for Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) as detailed below.

For each option exercised (option 4A – 4D), the contractor shall perform the following specific tasks:

3.4(a) Prepare and provide a test plan for approval on how each specification contained on the attachment will be validated or tested.

3.4(b) Test the system to demonstrate and verify compliance to performance requirements of the Attachment.

3.4(c) Prepare and provide necessary calculations to demonstrate validation and acceptability with specifications.

3.4(d) Prepare and conduct training to NSWCCD and supporting contractor personnel on operation, assessment and repair.

3.4(e) Prepare and provide consumable replacement parts identified by the maintenance procedures, and for expected repairs or replacements for the first 5 years

3.4(f) Perform and provide Mean Time Between Failure (MTBF) assessment and provide a recommendation of consumable and spare parts over a five (5) year period.

3.4(g) Provide training documentation for all major components operations, maintenance and adjustments.

3.4(h) Provide a plan outlining Support Services for one (1) year after installation of the Wavemaker system(s) for all major systems/components.

3.4(i) Prepare and conduct training to NSWCCD and supporting contractor personnel on modification and supplementations of the wave generating and analysis software.

For CLIN 2120, invoices shall be submitted and will be paid based on the following increments for completion of tasks in accordance with the attachment entitled "Encl II, Wavemaker Replacement Program Task 4A Invoicing Plan dated April 2012:

3.5 TASK 5 – FINAL LOGISTICS PRODUCTS

(To coincide with Task areas 2, 3 and 4)

3.5.1 Task 5 (Option 5A) Final Logistics Products for Wavemaker #1 (MASK) as detailed below.

3.5.2 Task 5 (Option 5B) Final Logistics Products for Wavemaker #1 (MASK) and Wavemaker #2 (Deep Towing Basin) as detailed below.

3.5.3 Task 5 (Option 5C) Final Logistics Products for Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) as detailed below.

3.5.4 Task 5 (Option 5D) Final Logistics Products for Wavemaker #1 (MASK), Wavemaker #2 (Deep Towing Basin) and Wavemaker #3 (High Speed Basin) as detailed below.

For each option exercised (option 5A – 5D), the contractor shall perform the following specific tasks. All deliverables shall be in electronic format and paper copies as identified in the Attached specifications. All data shall be updated to reflect the as installed system(s).

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 7 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- 3.5(a) Operational manuals for all major components and the overall system operation.
- 3.5(b) Updated Design History Notebooks and Calculations.
- 3.5(c) Physical Hardware and Installation drawings and instructions including rigging plan if required.
- 3.5(d) Post Installation Test Reports, including final updated test plan.
- 3.5(e) Schematics of the system and drawings updated to reflect as installed system.
- 3.5(f) System Capabilities Document.
- 3.5(g) Maintenance Plan and Mean Time Between Failure (MTBF) Assessment.
- 3.5(h) Deliver spare and consumable parts as recommended under paragraph 3.4(f) as identified under Task area 4.
- 3.5(i) Updated software and support through 31 December 2015.
- 3.5(j) Provide Support Services through 31 December 2015 for all major systems/components. In addition, the Contractor shall provide a warranty for a period through 31 December 2015. The Contractor shall provide a warranty on latent defects due to design errors through 31 January 2017. This warranty will include all parts and labor.

For CLIN 2160, invoices shall be submitted and will be paid based on the following increments for completion of tasks in accordance with the attachment entitled "Encl III, Wavemaker Replacement Program Task 5A Invoicing Plan dated April 2012: , and

4.0 GOVERNMENT FURNISHED INFORMATION

The Government shall provide existing wavemaker drawings within 10 days after contract award.

5.0 DATA REQUIREMENTS

Monthly progress status report.

Various reports, manuals, plans, drawings, etc. as specified under each subtask.

6.0 PERIOD OF PERFORMANCE - See Section F

7.0 SECURITY REQUIREMENTS

All work to be performed under this contract is unclassified; however, all data shall be marked as Distribution "A".

8.0 CONTRACTING OFFICER'S REPRESENTATIVE

Ms. Yelena Bargman, Code 8072

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

301-227-1486

yelena.bargman@navy.mil

9.0 REQUIRED REPORTS

The contractor shall report contractor labor hours (including subcontractor labor hours) required

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 8 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

for performance of services provided under this contract for Naval Surface Warfare Center, Carderock Division via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) W, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 01 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 9 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the base IDIQ contract.

MARK FOR:

N00167

Naval Surface Warfare Center

Carderock Division

Code 8072: Yelena Bargman

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 10 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed at destination by the Government.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 11 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

2000	9/24/2007 - 12/31/2015
2010	9/24/2007 - 12/31/2015
2040	9/29/2008 - 12/31/2015
2080	9/20/2010 - 12/31/2015
2120	6/11/2012 - 12/31/2015
2160	9/20/2010 - 12/31/2015
5000	9/28/2012 - 12/31/2015

The overall period of performance is through 31 December 2015 (including the exercise of options). Each unexercised option has a period of performance of 12 months.

See attached Carderock Division Wavemaker Replacement Specification (Revision 1) for additional information.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 12 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (COR)

N00167

Naval Surface Warfare Center

Carderock Division

Code 8072: Yelena Bargman

9500 MacArthur Boulevard

West Bethesda, MD 20817-5700

yelena.bargman@navy.mil

301-227-1486

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document: Invoice and Receiving Report Combo (Firm Fixed Price Supply)

DODAAC Codes and Inspection and Acceptance Locations:

Issue DODAAC

N00167

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 13 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Admin DODAAC	<u>S2101A</u>
Pay Office DODAAC	<u>HQ0338</u>
Service Acceptor DODAAC	<u>N00167</u>
Ship To DODAAC	<u>N00167</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: yelena.bargman@navy.mil
--

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

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-0589.

(End of Clause)

SUPPLEMENTAL INVOICING INSTRUCTIONS FOR CLINS 2080, 2120, AND 2160:

For CLIN 2080, invoices shall be submitted and will be paid based on the following increments for completion of tasking in accordance with the attachment entitled "Encl 1, Wavemaker Replacement Program Task 3A Invoicing Plan dated April 2012": , twelve increments in the amount of

For CLIN 2120, invoices shall be submitted and will be paid based on the following increments for completion of tasks in accordance with the attachment entitled "Encl II, Wavemaker Replacement Program Task 4A Invoicing Plan dated April 2012:

For CLIN 2160, invoices shall be submitted and will be paid based on the following increments for completion of tasks in accordance with the attachment entitled "Encl III, Wavemaker Replacement Program Task 5A Invoicing Plan dated April 2012:

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 14 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
2000	72561106	
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071510010060		
201001	72561106	
LLA :		
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 071510010060		

BASE Funding
Cumulative Funding

MOD 02

201002	82246451	
LLA :		
AB 1781319 14RM 255 SAS5H 0 068342 2D 010240 9993A000CON0 N0002408RX12814/AA		
204001	82246451	
LLA :		
AB 1781319 14RM 255 SAS5H 0 068342 2D 010240 9993A000CON0 N0002408RX12814/AA		
204002	82246471	
LLA :		
AC 97X4930 NH1C 000 77777 0 000167 2F 000000 081510010060		

MOD 02 Funding
Cumulative Funding

MOD 03

201003	90910627	
LLA :		
AD 1791319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002409RX11488/AA		
204003	90910627	
LLA :		
AD 1781319 14RM 255 SAS5H 0 068342 2D 010240 9993A000CON0 N0002408RX12814/AA		

MOD 03 Funding
Cumulative Funding

MOD 04

201004	92729624	
LLA :		
AD 1791319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002409RX11488/AA		

MOD 04 Funding
Cumulative Funding

MOD 05 Funding 0.00
Cumulative Funding

MOD 06

201005	02296662	
LLA :		
AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA		
Standard Number: N0002410RX12344/AA		

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 15 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

204004 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

208001 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

216001 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

MOD 06 Funding
Cumulative Funding

MOD 07 Funding
Cumulative Funding

MOD 08

201005 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

204004 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

208001 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

208002 1300267366

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001176892

212001 1300267366

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001176892

216001 02296662

LLA :

AE 1701319 84RM 255 SAS5Z 0 068342 2D 010240 9993A000CON0 N0002410RX12344/AA
Standard Number: N0002410RX12344/AA

216002 1300267366

LLA :

AF 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001176892

MOD 08 Funding
Cumulative Funding

MOD 09

5000 1300286675

LLA :

AG 97X4930 NH1C 255 77777 0 050120 2F 000000 A00001298837

MOD 09 Funding
Cumulative Funding

MOD 10 Funding
Cumulative Funding

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 16 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 11 Funding
Cumulative Funding

MOD 12 Funding
Cumulative Funding

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 17 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATION CONFLICT OF INTEREST (NAVSEA 2000), found in Section H of the base contract, is hereby invoked on this Task Order.

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-4 entitled "Inspection of Services-Fixed Price", dated Aug 1996, in Section E of the base contract, to provide for a profit reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the profit amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table as an attachment to the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 18 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective and identified in the attachment entitled, "Performance Evaluation Criteria and Standards".

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 19 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

In accordance with Section I of the basic contract and

52.217-9 -- Option to Extend the Term of the Task Order.

Option to Extend the Term of the Task Order (Mar 2000)

(a) The Government may extend the term of this task order under option CLINS by written notice to the Contractor anytime within the period of performance of this task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 31 December 2015.

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

(a) Definitions. As used in this clause—

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

“Defect” means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean “data.”

(b) Contractor’s obligations.

(1) The Contractor’s warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor for a period of one (1) year after date of acceptance for all major systems/components and for a period of three (3) years after date of acceptance on latent defects due to design errors.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall—

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 45 days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 45 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 20 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 45 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause—

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 45 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at West Bethesda, Carderock Division, Naval Surface Warfare Center.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to—

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 21 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise—

(i) Obtain detailed recommendations for corrective action and either—

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

52.222-41 Service Contract Act (1965)

CONTRACT NO. N00178-04-D-4081	DELIVERY ORDER NO. FD01	AMENDMENT/MODIFICATION NO. 12	PAGE 22 of 22	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Performance Evaluation Criteria

Carderock Division Wavemaker Replacement Specification (Revision 1)

Wage Determination

WD 05-2301 (Rev.-11)

WD 05-2373 (Rev.-11)

WD 05-2375 (Rev.-11)

TOM Appointment Letter

ENCL I, Wavemaker Replacement Program Task 3A Invoicing Plan dtd April 2012

ENCL II, Wavemaker Replacement Program Task 4A Invoicing Plan dtd April 2012

ENCL III, Wavemaker Replacement Program Task 5A Invoicing Plan dtd April 2012