

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 08-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. 10345527	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 oren.gilbert@navy.mil 850-235-4065	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726	CODE	S1002A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Innovative Professional Solutions, Inc 8317 Front Beach Road, Suite 17D2 Panama City Beach FL 32407-4804		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4068-HR03
		10B. DATED (SEE ITEM 13) 12-Jul-2010
CAGE CODE 1XZW5	FACILITY CODE 101534548	

**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)  
SEE SECTION G

**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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.232-22 LIMITATION OF FUNDS
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 09-Mar-2011
(Signature of person authorized to sign)			

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## GENERAL INFORMATION

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

The purpose of this modification is to incorporate incremental funding in the amount of **\$62,073.95** and incorporate SLIN 400002. Accordingly, said Task Order is modified as follows:

<u>CLIN 4000</u>	<u>FROM</u>	<u>BY</u>	<u>TO</u>
FUNDED LABOR	\$73,364.82	\$ 57,475.88	\$ 130,840.70
FUNDED FEE	\$ 5,869.18	\$ 4,598.07	\$ 10,467.25
FUNDED ODC	\$ _____	\$ _____	\$ _____
TOTAL FUNDED	\$79,234.00	\$ 62,073.95	\$ 141,307.95

As a result of this modification CLIN 4000 is fully funded.

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$147,073.95** which includes a fixed fee of **\$10,467.25** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$147,073.95** shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order from the date of award thru 07/11/2011.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
4000	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. (TBD)	2796.0	LH	\$130,840.69	\$10,467.26	\$141,307.95
400001	Funding in the amount of \$79,234.00 (OTHER)					
400002	INCREMENTAL FUNDING \$75,000 PR: 10345227 ACRN: AB (OTHER)					
4001	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. Award Term 1. (TBD) Option	2796.0	LH	\$134,780.99	\$10,782.48	\$145,563.47
4002	Provide labor to educate and inform all elements of the Mineware community of current events in	2796.0	LH	\$138,827.44	\$11,106.20	\$149,933.64

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Mine Warfare  
through the  
publication of  
the MINEWARNEWS  
quarterly  
magazine in  
accordance with  
the Statement of  
Work contained in  
Section C. Award  
Term 2. (TBD)  
Option

4003	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. Award Term 3. (TBD) Option	2796.0 LH	\$142,975.48	\$11,438.04	\$154,413.52
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4004	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. Award Term 4. (TBD) Option	2796.0 LH	\$147,264.44	\$11,781.16	\$159,045.60
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Other Direct Costs required to perform effort under CLIN 4000. (TBD)	1.0	Lot	\$5,766.00

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6001	Other Direct Costs required to perform effort under CLIN 4001. Award Term 1. (TBD) Option	1.0 Lot	\$6,055.00
6002	Other Direct Costs required to perform effort under CLIN 4001. Award Term 2. (TBD) Option	1.0 Lot	\$6,357.00
6003	Other Direct Costs required to perform effort under CLIN 4003. Award Term 3. (TBD) Option	1.0 Lot	\$6,988.00
6004	Other Direct Costs required to perform effort under CLIN 4003. Award Term 4. (TBD) Option	1.0 Lot	\$7,339.00

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### FOR

#### MINEWARNEWS EDITORIAL SUPPORT

##### 1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) is the designated Technical Direction Agent (TDA) and Life Cycle Manager (LCM) for Mine Warfare (MIW) and has the responsibility for providing full spectrum support throughout the acquisition life cycle of equipment and systems being developed for or in current use by the Fleet. Part of this effort involves educating and informing all elements of the Mine Warfare community of current events in MIW through the publication of the MINEWARNEWS quarterly magazine. Contractor support is required to acquire, compile technical documentation, edit and develop the magazine for Government printing and distribution.

##### 2.0 APPLICABLE DOCUMENTS

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

- a. Associated Press (AP) Style Guide
- b. U.S. Navy Style Guide [http://www.navy.mil/tools/view\\_styleguide\\_all.asp](http://www.navy.mil/tools/view_styleguide_all.asp)
- c. MINEWARNEWS Fall 2009 Edition (provided as sample)
- d. NAVSEA Instruction 5230.12, Release of Information to the Public
- e. NSWC PCD Instruction 5720.4F, Release to the Public of Unclassified Technical Information

##### 3.0 REQUIREMENTS

The Contractor shall provide all labor, materials and software required to provide the level of effort specified herein.

3.1 The Contractor shall develop quarterly issues (CDRL A001) (Winter, Spring, Summer and Fall ), using the AP Style Guide and the MINEWARNEWS sample for guidance, of the MINEWARNEWS magazine by:

- a. The contractor shall evaluate the newsworthiness of select stories relevant to Littoral and Mine Warfare. Consider relevancy of the information to Littoral and Mine Warfare Systems Department (Code A) at NSWC PCD.
- b. The contractor shall oversee all aspects of Mine Warfare news magazine from concept to finish.
- c. The contractor shall develop a quarterly issue story board and publication timeline in conjunction with the Littoral and Mine Warfare Systems Department Technical Advisor.

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d. The contractor shall develop an interview schedule and story development, which includes: conducting interviews with Littoral and Mine Warfare subject matter experts, writing a draft, spear heading draft reviews and final story rewrites. Maintain the schedule available for Government review upon request.

e. The contractor shall write or re-write articles to conform to AP Style Guide and U.S. Navy Style Guide.

f. The contractor shall develop and follow a three-pronged review process for technical, security and public release approval by following release authority procedures stated in NAVSEA Instruction 5230.12 and NSWC PCD Instruction 5720.4F. Fleet stories, if not already cleared for public release, will be routed through the appropriate Public Affairs Office. Document the process and maintain available for Government review upon request.

g. The contractor shall demonstrate experience and expertise in graphic design, desktop publishing and a comprehensive knowledge and experience with digital printing, arranging pages using latest versions of Adobe PageMaker, Adobe PhotoShop and InDesign or equivalent quality software that is approved for use by the Government.

h. The contractor shall produce and distribute proofs to the Littoral and Mine Warfare Systems Department Technical Advisor and one additional proofreader for comments or changes. Make necessary changes to original files. (CDRL A001)

i. The contractor shall save files to pre-press format acceptable to printer (usually Post Script). The contractor will arrange for printing through the Defense Automation and Production Service (DAPS). The contractor shall maintain an up-to-date mailing list and provide it to DAPS (CDRL A002).

j. The contractor shall provide the color key proof from DAPS to the Littoral and Mine Warfare Department Technical Advisor for review. Mark up errors or changes as necessary and provide corrections to the printer. (CDRL A001)

k. The contractor shall take possession of the printed copies of MINEWARNEWS and distribute copies throughout NSA PC and NSWC PCD.

l. The contractor shall maintain an archive of past issues, file, copy, and electronically back-up digital (PDF) copies of magazines for future reference as necessary on a Government furnished external hard drive.

m. The contractor shall provide ad hoc photographic support as necessary.

### 3.2 Monthly Status Report

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. (CDRL A003).

### 3.3 Travel and Conferences

Travel may be required to attend conferences (such as the Mine Warfare Association conference) or events relevant to Littoral and MIW or to gather information and conduct interviews. The Contractor shall obtain written approval from the designated Task Order Manager before undertaking any travel. Travel is estimated as follows:

- a. One trip for 5 days – two people from contractor’s facility to Port Hueneme and San Diego, CA
- b. One trip for 3 days – one person from contractors facility to Washington, DC
- c. One trip for 2 days - one person from contractor’s facility to Naval Station Norfolk, VA

### 4.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide access to a location of the NSWC PCD network to be used to archive

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MINEWARNEWS data, each quarter.

#### 5.0 DELIVERABLES

Deliverables shall be provided in accordance with the Contract Data Requirements List (CDRL) DD Form 1423.

#### 6.0 PERIOD OF PERFORMANCE

In accordance with Section F of the Task Order.

#### 7.0 SECURITY

This work is UNCLASSIFIED. See Section H of the Task Order for requirement to encrypt controlled unclassified information.

#### 8.0 DISTRIBUTION LIMITATION STATEMENTS

NOT APPLICABLE

#### 9.0 RELEASE OF INFORMATION

All data (technical, financial, personnel) provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the services to be performed under this delivery order may not be disclosed by any means without prior approval by the NSWC Public Affairs Officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by a foreign national or any other person or entity, publication of technical or scientific papers or any other public release. The Contractor will preclude access by any person or entity not authorized access by the Government.

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## **SECTION D PACKAGING AND MARKING**

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama City Division. All deliverables are FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

### DURATION OF TASK ORDER PERIOD

This task order shall become effective on the date of award and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to four additional years based on the contractor's performance.

### CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed.

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

4000	7/12/2010 - 7/11/2011
6000	7/12/2010 - 7/11/2011

The periods of performance for the Award Term Items are as follows:

4001	7/12/2011 - 7/11/2012
4002	7/12/2012 - 7/11/2013
4003	7/12/2013 - 7/11/2014
4004	7/12/2014 - 7/11/2015
6001	7/12/2011 - 7/11/2012
6002	7/12/2012 - 7/11/2013
6003	7/12/2013 - 7/11/2014
6004	7/12/2014 - 7/11/2015

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## SECTION G CONTRACT ADMINISTRATION DATA

The Procurement Contracting Officer is:

Wanda Cutchin  
Naval Surface Warfare Center, Panama City Division  
Code B31  
110 Vernon Avenue  
Panama City, Florida 32407  
[wanda.cutchin@navy.mil](mailto:wanda.cutchin@navy.mil)  
(850) 636-6140

The Contract Specialist is:

Oren Gilbert  
Naval Surface Warfare Center, Panama City Division  
Code B31  
110 Vernone Avenue  
Panama City, Florida 32407  
[jenetta.langston@navy.mil](mailto:jenetta.langston@navy.mil)  
(850) 234-4065

The Task Order Manager

Sandra Wicks  
Naval Surface Warfare Center, Panama City Division  
Code A03  
110 Vernon Avenue  
Panama City, Florida 32407  
[sandra.wicks@navy.mil](mailto:sandra.wicks@navy.mil)  
(850) 230-7012

### NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

(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

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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 (contracting officer check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	N61331
Admin DODAAC	S0107A
Pay Office DODAAC	HQ0338

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Inspector DODAAC	N61331
Service Acceptor DODAAC	N61331
Service Approver DODAAC	N61331
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA729
LPO DODAAC	N61331
Inspection Location	See Section E
Acceptance Location	See Section E

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

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

Send Additional Email Notification To:
<a href="mailto:sandra.wicks@navy.mil">sandra.wicks@navy.mil</a>
jenetta.langston@navy.mil

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(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) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or [june.fordham@navy.mil](mailto:june.fordham@navy.mil). The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or [colette.hazard@navy.mil](mailto:colette.hazard@navy.mil).

## EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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Accounting Data
SLINID  PR Number      Amount
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400001  01820825          79234.00
LLA :
AA 97X4930 NH1D 000 77777 0 061331 2F 00000 36ATY0ZA03MW
6000    01820822          5766.00
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LLA :  
AA 97X4930 NH1D 000 77777 0 061331 2F 00000 36ATY0ZA03MW

BASE Funding 85000.00  
Cumulative Funding 85000.00

MOD 01

400002 10345527 62073.95

LLA :  
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 36ATYEZA03MW

MOD 01 Funding 62073.95  
Cumulative Funding 147073.95

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs basic contract and as further determined in accordance with Special Contract Requirement H-19.

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 2,796 man-hours per labor year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

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

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

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

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

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acknowledged this order within five days of receipt.

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of labor hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

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

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**CHANGES IN KEY PERSONNEL**

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and

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(5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement key and non-key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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**KICK-OFF MEETING**

The Contractor shall coordinate with the Task Order Manager (TOM) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

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**TECHNICAL GUIDANCE**

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

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

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**AWARD TERM CLAUSE**

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years

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on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

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**AWARD TERM PLAN**

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

a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) in Section J. The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

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

c. Personnel. The Government evaluation team will be as specified in the QASP.

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

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

f. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

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

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**REQUIREMENT SECURITY CLASSIFICATION**

The Contractor will not require access to classified information or areas

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**NSWCPC – H06 SECURITY REQUIREMENTS**

The work to be performed under this contract is UNCLASSIFIED.

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**NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS**

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

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

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**DISTRIBUTION LIMITATION STATEMENTS**

NOT APPLICABLE

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**CAPPED RATES.**

The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order award.

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the

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award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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## **SECTION I CONTRACT CLAUSES**

**All clauses in the basic contract are applicable to this task order.**

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## SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List

Quality Assurance Surveillance Plan

NSWCPCINST 5270.4F

NAVSEAINST 5230.12