

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 06-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. 11401660	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 christopher.byrne@navy.mil 850-230-7421	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 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-HR04
		10B. DATED (SEE ITEM 13) 09-Sep-2010
CAGE CODE 1XZW5	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)  
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.
<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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Joan R Troutman (Signature of Contracting Officer)	07-Jun-2011

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## GENERAL INFORMATION

The purpose of this modification to Task Order HR04 under Contract N00178-04-D-4068 is to provide \$84,894.72 in incremental funding for other direct costs, fully funding the base period for said Task Order, and to add SLIN 600003 to accomodate this funding. Accordingly, said Task Order is hereby modified as follows:

1. The following CLINs/SLINs are hereby added as follows:

CLIN/SLIN	Type of Funds	From	By	To
600003	FY 11 O&MN,N	\$ 0	\$ 84,894.72	\$ 84,894.72
<b>Total</b>		\$ 0	\$ 84,894.72	\$ 84,894.72

2. The total amount of funds obligated under this task order is hereby increased/(decreased) as follows:

	From	By	To
CLIN 4000	\$562,235.27	\$ 0.00	\$562,235.27
CLIN 6000	<u>100,000.00</u>	<u>84,894.72</u>	<u>184,894.72</u>
<b>TOTAL</b>	\$662,235.27	\$ 84,894.72	\$ 747,129.99

As a result of these obligations, the base period for Task Order HR04 under Contract N00178-04-D-4068 is fully funded, and the Limitation of Cost clause for the base period.

Except as modified herein, all other terms and conditions of Task Order HR04 under Contract N00178-04-D-4068 remain unchanged and in full force and effect.

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

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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 services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. BASE YEAR (TBD)	10380.0	LH	\$521,554.05	\$40,681.22	\$562,235.27
400001	Incremental funding for base year direct labor under CLIN 4000 (O&MN,N)					
400002	Incremental funding for base year direct labor under CLIN 4000 (O&MN,N)					
400003	Incremental funding for base year direct labor under CLIN 4000 (O&MN,N)					
4001	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. AWARD TERM 1 (TBD) Option	10380.0	LH	\$537,200.67	\$41,901.65	\$579,102.32
4002	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2,	10380.0	LH	\$553,316.69	\$43,158.70	\$596,475.39

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contained in  
Section J.  
AWARD TERM 2  
(TBD)  
Option

4003	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. AWARD TERM 3 (TBD) Option	10380.0 LH	\$569,916.19	\$44,453.46	\$614,369.65
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Provide Other Direct Cost in support of CLIN 4000 (BASE YEAR). (TBD)		1.0 Lot	\$184,894.72
600001	Incremental funding for Other Direct Costs for base year in CLIN 6000 (O&MN,N)			
600002	Incremental funding for Other Direct Costs for base year in CLIN 6000 (O&MN,N)			
600003	Incremental funding for Other Direct Costs for base year in CLIN 6000 (O&MN,N)			
6001	Provide Other Direct Cost in support of CLIN 4001 (AWARD TERM 1) (TBD) Option		1.0 Lot	\$191,366.14
6002	Provide Other Direct Cost in support of CLIN 4002 (AWARD TERM 2) (TBD) Option		1.0 Lot	\$198,063.88

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6003 Provide Other 1.0 Lot \$204,995.52  
Direct Cost in  
support of CLIN  
4003 (AWARD TERM  
3) (TBD)  
Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Provide services for all tasks in accordance with the Statement of Work contained in Section C and Contract Data Requirements List (CDRL), DD1423-2, contained in Section J. AWARD TERM 4 (TBD) Option	10380.0	LH	\$587,013.68	\$45,787.07	\$632,800.75

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Provide Other Direct Cost in support of CLIN 7000 (AWARD TERM 4) (TBD) Option	1.0	Lot	\$212,170.88

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK (Rev 1) FOR AIRBORNE MINE COUNTERMEASURES (AMCM) IN-SERVICE ENGINEERING AGENT (ISEA) SUPPORT

**30 November 2009**  
**Modified 10 February**

**2011**

#### **1.0 SCOPE**

The Naval Surface Warfare Center Panama City Division (NSWC PCD) has a requirement for contractor support to provide Electronics Engineering Services. These services require the contractor have an in-depth understanding of and will include performance in the areas of electronics troubleshooting and repair, computer systems solutions, database development and management, Interactive Electronic Technical Manual management and integration, drafting and updating Airborne Mine Countermeasures (AMCM) drawings, and web-site development and maintenance. The contractor must be capable of developing and implementing information technology solutions for AMCM problems. In addition, the contractor must have electronics troubleshooting, maintenance and in-depth technical experience with the AN/AQS-24A, and AN/ALQ-141 sonar systems. The contractor must be able to troubleshoot technical problems, operate and repair the above sonar systems in helicopter and shipboard environments. The contractor must be able to develop training materials and provide training to fleet personnel on AMCM systems as necessary. The contractor must also have approved navy flight qualifications to fly with these systems as required. These technology support efforts shall include material and travel as necessary, to accomplish the work identified in the following paragraphs:

Be capable of serving as the Information Assurance System Administrator for NSWC PCD Navy Marine Corp Intranet (NMCI) Developer workstations.

Be capable of organizing and managing system testing including the procurement of necessary materials/hardware required to support system testing.

Be capable of organizing and managing personnel training for fleet personnel including the development of training materials required to support fleet training.

Provide baseline management support for AMCM systems to include management of Optimized for Organizational Maintenance Activity (OOMA) and Configuration Management Information System (CMIS) databases.

#### **2.0 APPLICABLE DOCUMENTS**

None

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### **3.0 REQUIREMENTS**

#### **3.1 Electronics Engineering Services**

The Contractor will provide electronics engineering services consisting of maintenance and troubleshooting of electronic circuits and electrical equipment as necessary. The contractor shall diagnose electronics equipment and perform necessary repairs to power supplies, circuit cards and other various electronics equipment as necessary. The contractor shall complete hardware and software upgrades to AMCM electronics equipment in accordance with Government furnished information. The contractor shall configure electronics equipment to specific configurations as necessary. The Government will provide all software and hardware. Deliverables under this task will consist of: Installed Software Upgrades and Upgraded Electronics Equipment.

#### **3.2 Interactive Electronic Technical Manuals (IETM) Support**

The contractor shall coordinate delivery and facilitate implementation of AMCM Interactive Electronic Technical Manuals (IETM) with developing contractors. The contractor shall manage AMCM Performance Support System (PSS) computer hardware and ensure fleet assets are current and functional. The contractor shall edit IETM Hiper Text Markup Language (HTML) code as necessary for CMPro integration. Deliverables under this task shall consist of: technical reviews (technical analysis) and updated HTML code.

#### **3.3 Database Services**

The contractor shall provide technical support to NSWC PCD logistics personnel with configuration management database functions and perform necessary system administrator functions. The contractor shall oversee the database configuration and coordinate with the database developing contractor as necessary. Deliverables under this task will consist of database configuration updates.

#### **3.4 AN/AQS-24A and AN/ALQ-141 Support**

The contractor will support the management, maintenance, and operation of AN/AQS-24A, and AN/ALQ-141 assets located at NSWC PCD and various locations in the fleet supported by NSWC PCD. The contractor shall assist with the development and testing of new AN/AQS-24A systems and related system upgrades. The contractor shall provide technical support to NSWC PCD personnel consisting of training and fleet introduction of AN/AQS-24A systems and system upgrades to Navy squadrons. The contractor will be flying, as a crewman, on the MH-53E and MH-60S helicopters in support of the AMCM missions. Prior to flying, the contractor must obtain clearance to fly in military aircraft by completing the U.S. DOD Form OPNAV 3710/18 (Clearance for Non Military/Non Aircrew Personnel to Fly in USN/USMC Aircraft). In addition, the contractor is required to complete a Federal Aviation Administration (FAA) Flight Physical once per year. This can be accomplished from local FAA certified physicians. The contractor must complete every three years, the Aviation Physiology and Aviation Water Survival training. This can be taken at Naval Support Activity (NSA) Pensacola, FL or NAS Jacksonville, FL. This will comply with the requirements for the U.S. DOD Form OPNAV 3710/18. The contractor shall maintain a war reserve of a minimum of six complete AN/ALQ-141 systems in Ready For Issue (RFI) condition and a pool of repair/replacement assets. Deliverables under this task will consist of Troubleshooting/Maintenance/Training/Operations.

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### **3.5 Information Assurance (IA) System Administrator Support**

The contractor shall serve as the Information Assurance System Administrator for NSWC PCD NMCI Developer workstations. The Contractor shall maintain the required Microsoft Windows XP System Administrator Certification and Security + CompTia Certification. Duties of the IA Administrator shall include management of NMCI Developer workstations configuration and software installation and management of account privileges.

### **3.6 Testing Support**

The contractor shall organize and manage system testing including the procurement of necessary materials/hardware required to support system testing. For estimating purposes, the Contractor shall support one test event per month. Testing will take place on ships and helicopters located in Panama City Florida, Norfolk, VA and other CONUS sites as necessary.

### **3.7 Training Support**

The contractor shall organize and manage personnel training for fleet personnel including the development of training materials required to support fleet training and the procurement of necessary materials/hardware required to support system training. For estimating purposes, the contractor shall support four training events per fiscal year. Each training event will last two weeks. Training will take place on ships and helicopters located in Panama City Florida, Norfolk, VA and other CONUS sites as necessary.

### **3.8 Naval Aviation Logistics Command Management Information System (NALCOMIS) Support**

3.8.1 The contractor shall provide a NALCOMIS baseline manager for AMCM programs, which shall consist of the following: AN/AQS-24A, MK-103 MOD 2 Mechanical Mine sweep System, MK 17 MOD 1 Powder Actuated Minesweeping Cutter, Countermeasure Set Assembly MK-104 Mod 3, AN/ALQ 141 Mine Countermeasures Set, A/N 37U-1 Moored Mines Mine Clearing Set, MK105 Mod 4 Minesweeping, MK-105 Countermeasures Set Airborne, MK-105 Platform Assembly Seaborne Equip (Sled), MK-105 Tow Cable Assembly, CA-1452 Magnetic Minesweeping Cable ASSY, MK-105 Mobile Winch Drum Assembly, AN/AQS-24A Detecting Set, Mine Airborne Console Monitor, Television, IP-1428A/AQS-14 (Unit 1), Control-Processor, Countermeasures, SS-22/AQS-24 (Unit 2), Power Supply PP-8517/AQS-24 (Unit 5), Tow Cable Assembly (Unit 6), TB-32/AQS-24A Sonar Towed Body, (Unit 7), Interconnect Cable Assembly (Unit 8), Disk Drive Assembly (Unit 9), Q-24 Sensor Section Assembly, Q-24 Laser Section Assembly, AN/ASQ-232, Airborne Mine Neutralization, Air-To-Air Transfer System, MK-2(g) Acoustic Device Assembly Non-Magnetic (Rattlebars), Minesweeping Gear Influence SPU-1/W, AMCM Magnetic Pipe (Mop) . AMCM Mission Interface Removable, Stream Load Cell Roller Assembly, RMU-41/A, Poly Recovery Wire Buoy Assembly, Cutter, Cable, Aircraft Mounted MXU-911/A, Component Rack Assembly MXU-910/A, MX-12167 Swivel Assembly Cable, AN/ALQ-141 Steadying Pole Assembly, DCG-304/A Countermeasures Control Group, Cradle Assembly HCU-59/A, SPU-1/W, Magnetic Pipe Lift Frame, Cradle Assembly HCU-60/A, Fairlead Assembly, Multi-Winch II A/N 37U-1, Single Winch II Base, Multi Winch II, Davit Assembly TQU-5/A, In-Water Assembly Cradle, Launch Box Assembly, Davit/Sheave Assembly, Static Discharge Reel Assembly, and RMU-40/A.

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3.8.2 The NALCOMIS baseline manager will acquire the necessary hardware and software to populate the NALCOMIS OOMA and CMIS databases. The contractor shall build the AMCM files for both OOMA and CMIS. The contractor shall coordinate, in conjunction with the Government, to acquire and implement a Work Unit Codes (WUC) numbering system for new AMCM parts, as necessary, for the AMCM programs based on ATA-100, AECMA Spec 1000D, MIL-STD-1808, and AMCM General Process Guide for WUCs. The WUC numbering system shall establish a systematic breakdown of the AMCM programs into their functional systems, subsystems, assemblies, subassemblies, and components/parts. The WUC numbering system shall be utilized, at a minimum, whenever a WUC numbering system is required in this specification. The contractor shall ensure compatibility of subcontractor/vendor systems with the contractor's system. The numbering system shall be reflected in a WUC Assignment plan. The WUC Assignment plan shall have a cross reference, where possible, between the AMCM programs Full Scale Development (FSD) WUCs to the current Unified Numbering System (UNS). The contractor shall address in a contractor format white paper the implementation strategy for the contractual requirements of the WUC numbering system and opportunities for acquisition and life cycle cost savings, and/or quality improvements through expansion of the WUC numbering system beyond current contractual requirements. The contractor shall develop and maintain familiarity with the AMCM programs' utilization of a WUC numbering system and identify any conflicts and make recommendations for remedies for commonality between ATA-100, AECMA Spec 1000D, MIL-STD-1808, and the AMCM programs' WUC numbering system to the government during the weekly AMCM ILS working group meetings.

### **3.9 Drawing Support**

The contractor will provide drafting capability to generate and update AMCM drawings. Drawings will be in either Auto Cad or Pro E formats.

### **3.10 Travel**

The annual travel estimate for the effort may require trips to the following locations: Norfolk, VA or other CONUS locations and HM14 DET 2 Bahrain.

3.10.1 The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer.

### **3.11 Status Reports**

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured.

## **4.0 DELIVERABLES**

All data deliveries shall be in accordance with the schedule as specified in the attached Contract

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Data Requirements List (CDRL), DD Form 1423-2.

## **5.0 GOVERNMENT – CONTRACTOR RELATIONSHIP**

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC-PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC-PCD employees. In addition, when working on NSWC-PCD property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC-PCD employees.

(c) The Contractor is responsible for the supervision of all contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this task order including the work of its Contractor personnel.

Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC-PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

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(2) Rules, regulations, directives, and requirements that are issued by the U.S. Navy and NSWC-PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(e) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

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(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

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**HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

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(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and

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development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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## **SECTION D PACKAGING AND MARKING**

Delivery shall be in accordance with the provisions of the basic contract.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in the Quality Assurance Surveillance Plan (QASP) attached. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following inter site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR 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.

### 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.

The period of performance for the following Award Term Items are from date of Award Term extension through estimated 12 months, thereafter:

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

4000            09/09/2010 - 09/08/2011

6000            09/09/2010 - 09/08/2011

The estimated start date for the periods of performance for the following Award Terms Items are as follows:

4001            09/09/2011 - 09/08/2012

4002            09/09/2012 - 09/08/2013

4003            09/09/2013 - 09/08/2014

6001            09/09/2011 - 09/08/2012

6002            09/09/2012 - 09/08/2013

6003            09/09/2013 - 09/08/2014

7000            09/09/2014 - 09/08/2015

9000            09/09/2014 - 09/08/2015

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## SECTION G CONTRACT ADMINISTRATION DATA

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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### GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer

Wanda Cutchin, Code B31  
110 Vernon Avenue  
Panama City, Florida 32407  
[wanda.cutchin@navy.mil](mailto:wanda.cutchin@navy.mil)  
(850) 235-5362

Contract Specialist

Christopher L. Byrne, Code B31  
110 Vernon Avenue  
Panama City, Florida 32407  
[christopher.byrne@navy.mil](mailto:christopher.byrne@navy.mil)  
(850) 230-7421

Task Order Manager

Byron Matthews, Code A22  
110 Vernon Avenue  
Panama City, Florida 32407  
[byron.matthews@navy.mil](mailto:byron.matthews@navy.mil)  
(850) 230-7421

INVOICING INSTRUCTIONS:

Invoices shall be submitted as specified in the basic contract. Invoices must be submitted electronically to the Payment Office identified in Block 12 of this order using Wide Area Work Flow (WAWF). An email copy of all invoice must be provided to the Task Order Manager (TOM) and the Contract Specialist identified above.

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### 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)

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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 setup 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)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- 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
INSPECTOR DODACC	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
INSPECTION 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:

Contract Specialist identified above or in subsequent modifications  
Task Order Manager identified above or in subsequent modifications

(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 at [NSWCPCD\\_WAWF@navy.mil](mailto:NSWCPCD_WAWF@navy.mil). The point of contact is June Fordham at (850) 234-4755. The alternate point of contact is Colette Hazard at (850) 235-5363.

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## 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
-----
400001  02398006             450000.00
LLA :
AB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1005101

400002  93343805             10000.00
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1004101

600001  02398008             50000.00
LLA :
AC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1005101
```

```
BASE Funding 510000.00
Cumulative Funding 510000.00
```

MOD 01

```
400003  10325133             102235.27
LLA :
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124202
```

```
MOD 01 Funding 102235.27
Cumulative Funding 612235.27
```

MOD 02

```
600002  10873594             50000.00
LLA :
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1124202
```

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MOD 02 Funding 50000.00  
Cumulative Funding 662235.27

MOD 03

600003 11401660 84894.72  
LLA :  
AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K1105101

MOD 03 Funding 84894.72  
Cumulative Funding 747129.99

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 10,380 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 acknowledge this order within five days of receipt.

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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

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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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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 key personnel 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
- (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 key 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 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.

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(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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**NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor which 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

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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 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**

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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. 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. End of Period evaluations shall be accomplished in the Contractor Performance Assessment Reporting System (CPARS). 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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**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 and as further determined in accordance with Special Contract Requirement H-19, of the basic contract.

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**GOVERNMENT FURNISHED INFORMATION (GFI)**

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NSWC PCD will provide the Contractor with access to all required program documentation at NSWC PCD through the contract period of performance. Access will be normally limited to Monday through Friday 0700-1700. Disposition of GFI will be made at contract completion.

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**REQUIREMENT SECURITY CLASSIFICATION**

All work under this SOW is UNCLASSIFIED. The contractor requires neither access to, nor generation of any classified information under this task order.

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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 STATEMENT**

Technical information generated under this order task shall carry the following Distribution Limitation Statement and Destruction Notice affixed on the cover and title page (if any):

**DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE A24, 110 VERNON AVENUE, PANAMA CITY, FL 32407-5000.**

**DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.**

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**RELEASE OF INFORMATION**

All technical data provided to the contractor by the Government and/or by the contractor for the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority or NSWC PCD Public Affairs Office. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

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**PERFORMANCE BASED REQUIREMENTS**

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (Award Term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (Base or Award Term) during the order or sooner, if required, to correct less than satisfactory performance.

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**CAPPED RATES**

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. 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 awarded as a result of this solicitation.

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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.

The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the task order.

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**CREWMAN QUALIFICATION REQUIREMENTS**

Prior to flying, the contractor must obtain clearance to fly in military aircraft by completing the U.S. DOD Form OPNAV 3710/18 (Clearance for Non Military/Non Aircrew Personnel to Fly in USN/USMC Aircraft). In addition, the contractor is required to complete a Federal Aviation Administration (FAA) Flight Physical once per year. This can be accomplished from local FAA certified physicians. The contractor must complete every three years, the Aviation Physiology and Aviation Water Survival training. This can be taken at Naval Support Activity (NSA) Pensacola, FL or NAS Jacksonville, FL. This will comply with the requirements for the U.S. DOD Form OPNAV 3710/18.

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## SECTION I CONTRACT CLAUSES

### APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT

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 Additionally, these clauses are also included:

#### **52.222-2 Payment for Overtime Premiums (Jul 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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**252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation) (Feb 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any

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claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

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**SUBCONTRACTORS/CONSULTANTS**

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed subcontractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) T&M pricing arrangements require an accounting system rating of adequate as deemed by DCAA. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

(c) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request, to add a subcontractor or consultant.

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT J.1 - CDRLS, DD FORM 1423

ATTACHMENT J.2 - QUALITY ASSURANCE SURVEILLANCE PLAN