

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

|   |                                   |   |  |                               |  |   |          |   |  |  |  |                        |
|---|-----------------------------------|---|--|-------------------------------|--|---|----------|---|--|--|--|------------------------|
| 1. CONTRACT NO.<br>N00178-04-D-4068   |                                   |   |  | 2. DELIVERY ORDER NO.<br>HR05 |  | 3. EFFECTIVE DATE<br>2011 Nov 04  |          | 4. PURCH REQUEST NO.<br>N61331-10214096                           |  | 5. PRIORITY<br>DO-C9   |  |                        |
| 6. ISSUED BY<br>NSWC, PANAMA CITY<br>110 Vernon Avenue<br>Panama City FL 32407-7001   |                                   |   |  | CODE N61331                   |  | 7. ADMINISTERED BY<br>DCMA ORLANDO<br>3555 MAGUIRE BLVD.<br>ORLANDO FL 32803-3726   |          |   |  | CODE S1002A  |  |                        |
| 9. CONTRACTOR<br>Innovative Professional Solutions<br>8317 Front Beach Road, Suite 17D2<br>Panama City Beach FL 32407-4804  |                                   |   |  | CODE IXZW5                    |  | FACILITY  |          | 10. DELIVER TO FOB POINT BY (Date)<br>See Schedule                |  | 11. X IF BUSINESS IS   |  |                        |
|   |                                   |   |  |                               |  |   |          | 12. DISCOUNT TERMS<br>Net 30 Days<br>WIDE AREA WORK FLOW          |  | X SMALL<br>SMALL DISADVANTAGED<br>X WOMEN-OWNED                                    |  |                        |
| 14. SHIP TO<br>See Section D  |                                   |   |  | CODE                          |  | 15. PAYMENT WILL BE MADE BY<br>DFAS Columbus Center,South Entitlement Operations<br>P.O. Box 182264<br>Columbus OH 43218-2264 |          |   |  | CODE HQ0338  |  |                        |
|   |                                   |   |  |                               |  |   |          |   |  | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b> |  |                        |
| 16. TYPE OF ORDER   | DELIVERY/ CALL                    | X   | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.  |                               |  |   |          |   |  |  |  |                        |
|   | PURCHASE                          |   | Reference your _____ furnish the following on terms specified herein.<br>ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. |                               |  |   |          |   |  |  |  |                        |
| Innovative Professional Solutions   |                                   |   |  | Terence Houghton<br>President |  |   |          |   |  |  |  |                        |
| NAME OF CONTRACTOR  |                                   |   |  | SIGNATURE                     |  |   |          | TYPED NAME AND TITLE  |  |  |  | DATE SIGNED (YYYYMMDD) |
| If this box is marked, supplier must sign Acceptance and return the following number of copies:   |                                   |   |  |                               |  |   |          |   |  |  |  |                        |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE<br>See Schedule   |                                   |   |  |                               |  |   |          |   |  |  |  |                        |
| 18. ITEM NO.  | 19. SCHEDULE OF SUPPLIES/SERVICES |   |  |                               |  | 20. QUANTITY ORDERED/ ACCEPTED *  | 21. UNIT | 22. UNIT PRICE  |  | 23. AMOUNT   |  |                        |
|   | See Schedule                      |   |  |                               |  |   |          |   |  |  |  |                        |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. |                                   |   |  | 24. UNITED STATES OF AMERICA  |  |   |          | 25. TOTAL   |  | \$2,122,375.62   |  |                        |
|   |                                   |   |  | BY: /s/Joan R Troutman        |  |   |          | 11/04/2011  |  | 26. DIFFERENCES  |  |                        |
|   |                                   |   |  |                               |  |   |          | CONTRACTING/ORDERING OFFICER                                      |  |  |  |                        |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN   |                                   |   |  |                               |  |   |          |   |  |  |  |                        |
| INSPECTED   | RECEIVED                          | ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: |  |                               |  |   |          |   |  |  |  |                        |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                   |   |  |                               |  | c. DATE   |          | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |  |  |  |                        |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE  |                                   |   |  |                               |  | 28. SHIP NO.  |          | 29. D.O. VOUCHER NO.  |  | 30. INITIALS   |  |                        |
|   |                                   |   |  |                               |  | PARTIAL   |          | 32. PAID BY   |  | 33. AMOUNT VERIFIED CORRECT FOR  |  |                        |
| f. TELEPHONE  |                                   |   |  |                               |  | g. E-MAIL ADDRESS   |          |   |  |  |  |                        |
|   |                                   |   |  |                               |  | FINAL   |          |   |  |  |  |                        |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.   |                                   |   |  |                               |  | 31. PAYMENT COMPLETE  |          |   |  | 34. CHECK NUMBER   |  |                        |
| a. DATE   |                                   | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER            |  |                               |  | PARTIAL   |          |   |  | 35. BILL OF LADING NO.   |  |                        |
|   |                                   |   |  |                               |  | FULL  |          |   |  |  |  |                        |
| 37. RECEIVED AT   |                                   | 38. RECEIVED BY (Print)                                 |  | 39. DATE RECEIVED             |  | 40. TOTAL CONTAINERS  |          | 41. S/R ACCOUNT NUMBER  |  | 42. S/R VOUCHER NO.  |  |                        |
|   |                                   |   |  |                               |  |   |          |   |  |  |  |                        |

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|----------------------------------|----------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>2 of 3 | FINAL |
|----------------------------------|----------------------------|----------------|-------|

## GENERAL INFORMATION

N00178-04-D-4068-HR05 Base Year is awarded in the amount of \$2,122,375.62.

1. The total incremental funding amount of \$300,000.00 with the incorporation of SLIN 400001 and 600001. Accordingly, said Task Order is modified as follows:

a. Section B - Establish New SLINS: 400001 and 600001 as follows:

| CLIN/SLIN | Type of Fund | From (\$) | By(\$)     | To(\$)     |
|-----------|--------------|-----------|------------|------------|
| 400001    | RDT&E        | 0.00      | 200,000.00 | 200,000.00 |
| 600001    | RDT&E        | 0.00      | 100,000.00 | 100,000.00 |

2. Section G is revised to add the accounting and appropriation data.

3. The funding profile for CLIN 4000 is as follows:

| <b>Labor</b> | From   | By           | To           |
|--------------|--------|--------------|--------------|
| <b>Cost</b>  | \$0.00 | \$185,402.03 | \$185,402.03 |
| <b>Fee</b>   | \$0.00 | \$14,597.97  | \$14,597.97  |
| <b>Total</b> | \$0.00 | \$200,000.00 | \$200,000.00 |

4. The funding profile for CLIN 6000 is as follows:

| <b>ODC</b>  | From   | By           | To           |
|-------------|--------|--------------|--------------|
| <b>Cost</b> | \$0.00 | \$100,000.00 | \$100,000.00 |

5. The Total Task Order funding profile is as follows:

|              | From   | By           | To           |
|--------------|--------|--------------|--------------|
| <b>Labor</b> | \$0.00 | \$185,402.03 | \$185,402.03 |
| <b>Fee</b>   | \$0.00 | \$14,597.97  | \$14,597.97  |
| <b>ODC</b>   | \$0.00 | \$100,000.00 | \$100,000.00 |
| <b>Total</b> | \$0.00 | \$300,000.00 | \$300,000.00 |

6. 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, \$300,000.00 which includes a fixed fee of \$14,597.97 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$300,000.00 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

|                                  |                            |                |       |
|----------------------------------|----------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>3 of 3 | FINAL |
|----------------------------------|----------------------------|----------------|-------|

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.

7. The total value of the order is hereby increased from \$0.00 by \$2,122,375.62 to \$2,122,375.62.

8. The performance period for this task order from 11/04/2011 through 11/03/2012.

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>1 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

## 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   | Technical services in support of the In-Service Mines, Mine Countermeasures (MCM) Targets and Mine Improvements Program for engineering, life cycle and technical support in accordance with the Performance Work Statement Section C, the attached DD Form 254 and Contract Data Requirements List (CDRL) in Section J. CDRLs A001 through A021 in accordance with (IAW) the Performance Work Statement (PWS). This is the Base Year CLIN and is good from contract award through one (1) year thereafter. (RDT&E) | 26059.0 | LH   | \$1,284,100.87 | \$91,906.75 | \$1,376,007.62 |
| 400001 | Incremental funding in the amount of \$200,000.00 (RDT&E)   |         |      |                |             |                |
| 4001   | Technical services in support of the In-Service Mines, Mine Countermeasures (MCM) Targets and Mine Improvements Program for engineering, life cycle and technical support in accordance   | 26059.0 | LH   | \$1,322,630.34 | \$94,660.87 | \$1,417,291.21 |

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|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>2 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

with the  
Performance Work  
Statement Section  
C, the attached  
DD Form 254 and  
Contract Data  
Requirements List  
(CDRL) in Section  
J. CDRLs A001  
through A026 in  
accordance with  
(IAW) the  
Performance Work  
Statement (PWS).  
(Award Term 1)  
(TBD)  
Option

|      |  |         |    |                |             |                |
|------|--|---------|----|----------------|-------------|----------------|
| 4002 | Technical<br>services in<br>support of the<br>In-Service Mines,<br>Mine<br>Countermeasures<br>(MCM) Targets and<br>Mine Improvements<br>Program for<br>engineering, life<br>cycle and<br>technical support<br>in accordance<br>with the<br>Performance Work<br>Statement Section<br>C, the attached<br>DD Form 254 and<br>Contract Data<br>Requirements List<br>(CDRL) in Section<br>J. CDRLs A001<br>through A026 in<br>accordance with<br>(IAW) the<br>Performance Work<br>Statement (PWS).<br>(Award Term 2)<br>(TBD)<br>Option | 26059.0 | LH | \$1,362,307.01 | \$97,503.20 | \$1,459,810.21 |
|------|--|---------|----|----------------|-------------|----------------|

For ODC Items:

| Item  | Supplies/Services   | Qty   | Unit  | Est. Cost    |
|-------|---|-------|-------|--------------|
| ----- | -----   | ----- | ----- | -----        |
| 6000  | Other Direct<br>Costs in support<br>of the In-Service<br>Mines, Mine<br>Countermeasures<br>(MCM) Targets and<br>Mine Improvements<br>Program for<br>engineering, life | 1.0   | LO    | \$746,368.00 |

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|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>3 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

cycle and technical support. (Base Year) (RDT&E)

600001 Incremental funding in the amount of \$100,000.00 (RDT&E)

6001 Other Direct 1.0 LO \$768,759.04  
Costs in support of the In-Service Mines, Mine Countermeasures (MCM) Targets and Mine Improvements Program for engineering, life cycle and technical support. (Award Term 1) (TBD) Option

6002 Other Direct 1.0 LO \$791,821.81  
Costs in support of the In-Service Mines, Mine Countermeasures (MCM) Targets and Mine Improvements Program for engineering, life cycle and technical support. (Award Term 2) (TBD) Option

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

End of Section B

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>4 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

12 January 2011

**PERFORMANCE WORK STATEMENT  
FOR  
ENGINEERING AND TECHNICAL SUPPORT  
FOR THE  
IN-SERVICE MINES, MINE COUNTERMEASURES (MCM) TARGETS and MINE IMPROVEMENTS  
PROGRAM**

### 1.0 SCOPE

This Performance Work Statement provides Engineering, Life Cycle and Technical Support for the QUICKSTRIKE Mine Improvements Program for both Service and Exercise and Training (E&T) QUICKSTRIKE Mines Mk 62 Mod 3, Mk 63 Mod 3, and Mk 65 Mod 3; the In-Service Mines Program to include the QUICKSTRIKE Mk 62, Mk 63 and Mk 65 , Submarine-Launched Mobile Mine (SLMM) Mine Mk 67 and Obsolete Mines; and the MCM targets program. These services will be performed in support of the Mine Systems Branch (A13), Mine Warfare (MIW) Systems Development Division (A10), Littoral and MIW Systems Department (A), Naval Surface Warfare Center Panama City Division (NSWC PCD). The Contractor shall provide those non-personal technical services necessary to provide subject matter expert technical support and analysis and maintain engineering documentation in support of these programs. Performance of this requirement will primarily be accomplished at NSWC PCD, Panama City, Florida. These services require the contractor have an in-depth understanding of QUICKSTRIKE Mines Mod 3, In-Service Mines and MCM Targets; the force and support structure for the systems, aircraft certification requirements for mine systems, as well as the Mine Allowance Database (MAD) and how it is structured.

Also the Naval Surface Warfare Center Panama City Division (NSWC PCD) Code A23 has the overall Engineering Agent (EA), Technical Direction Agent (TDA), In-Service Engineering Agent (ISEA), and Software Support Activity (SSA). Tasks in support of MCM targets will include such things as investigating hardware and software modification requirements, logistics planning development and implementation, test and evaluation, analysis, and foreign military sales support. Day-to-day tasks also include program management, acquisition, engineering, and logistics support to NSWC PCD and the equipment and systems to meet program sponsor requirements. The scope of this contract includes the efforts of the contractor to support the NSWC PCD EA, TDA, ISEA and SSA.

The contractor is to provide services to include technician support of the QuickStrike Remote Command & Control (QSRC2) development efforts. These services will include, but not be limited to: parts inventory maintenance, system hardware assembly and test/demonstration execution.

### 2.0 APPLICABLE DOCUMENTS

#### 2.1 Military Standards

- (a) MIL-STD-2105C Hazard Assessment Tests for Non-Nuclear Munitions dated 26 SEP 2006
- (b) MIL-STD-1322A Military Standard Unit Loads for Domestic and Overseas Shipment dated 19 MAR 1986

#### 2.2 Military Specifications:

None

#### 2.3 Other Documents:

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>5 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

- (a) NSWCCSS Instruction 5100.30C, "Field Test and Safety Planning", dated 1 Sep 99.
- (b) NOSSAINST 8023.11A, Standard Operating Procedures (SOP) Development, Implementation and Maintenance for Ammunition and Explosives, dated 20 Aug 04
- (c) OPNAVINST 3500.39A Operational Risk Management, dated 26 Sep 00
- (d) OP 5 Volume 1 Ammunition and Explosives Ashore, dated 21 May 97
- (e) NAVSEA SW020-AC-SAF-010 Navy Transportation Safety Manual for Ammunition, Explosives and Related Hazardous Materials dated 11 Jun 2008
- (f) Technical Manual NAVSEA OP 3565-NAVAIR 16-1-529 Electromagnetic Radiation Hazards (U) (Hazards To Ordnance) (U) dated 11 Jun 2007
- (h) Joint Technical Bulletin TB 700-2 NAVSEAINST 8020.8B TO 11A-1-47 DLAR 8220.1 , Department of Defense Ammunition And Explosives Hazard Classification Procedures dated 5 Jan 1998
- (i) SW550-AA-MMI-010 Mine Components-Class B Criteria (Rev 7) dated 1 Sep 10
- (j) SW551-A2-MMI-010 Mines Mk 62 & 63-Assembly And Test (Rev 7) dated 1 Sep 10
- (k) SW550-FO-PMS-010 Underwater Mine Maintenance System (Rev 5) dated 1 Sep 10
- (l) SW550-AE-MMI-010 Mines, Underwater, Exercise & Training-Class B Criteria (Rev 6) dated 1 Sep 10
- (m) SW550-AE-MMI-020 Mines, Underwater, Exercise & Training-Class B Test And Refurbishment (Rev 5) dated 1 Sep 10
- (n) SW550-AE-MMI-050 MINES, Underwater, Laying-Assembly & Disassembly (Rev 7) dated 1 Sep 10
- (o) OPNAVINST S5513.7C, Department of the Navy (DON) Security Classification Guidance For Mine Warfare Programs (Rev C) dated 30 Nov 90
- (p) NSWC PC INST 4855.3C, Quality Management System dated 14 Dec 2007
- (q) OPNAVINST 5530.13, Department of the Navy Physical Security Instruction for conventional Arms, Ammunition, and Explosives (AA&E), dated 26 Sep 03

#### 2.4 Acronyms

|           |   |
|-----------|---|
| AA&E      | Arms, Ammunition & Explosives                               |
| APL       | Allowance Parts List  |
| AWARS-DES | All Weapons Analysis & Reporting System – Data Entry System |
| AWIS      | All Weapons Information System                              |
| CDRL      | Contract Data Requirements List                             |
| COR       | Contracting Officer Representative                          |
| CPARS     | Contract Performance Assessment Reporting System            |
| CUI       | Controlled Unclassified Information                         |
| DRMO      | Defense Reutilization & Marketing Office                    |
| E&T       | Exercise & Training   |
| EA        | Engineering Agent   |
| ECP       | Engineering Change Proposal                                 |
| FOUO      | For Official Use Only                                       |
| GFI       | Government Furnished Information                            |
| ILS       | Integrated Logistics Support                                |

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>6 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

|         |   |
|---------|---|
| ILSP    | Integrated Logistics Support Plan       |
| IPT     | Integrated Product Team                 |
| ISEA    | In-Service engineering Agent            |
| MAD     | Mine Allowance Database                 |
| MCM     | Mine Countermeasures                    |
| MIW     | Mine Warfare                            |
| NALC    | Navy Ammunition Logistics Code          |
| NCEA    | Non-combat Expenditure Allowance        |
| NOR     | Notice of Revisions                     |
| NSN     | National Stock Number                   |
| ODC     | Other Direct Costs                      |
| OIS     | Ordnance Information System             |
| OPSEC   | Operations Security                     |
| PCD     | Publication Change Directive            |
| PCO     | Procuring Contracting Officer           |
| QA      | Quality Assurance                       |
| QASP    | Quality Assurance Surveillance Plan     |
| QSRC2   | QUICKSTRIKE Remote Command & Control    |
| SIPRNET | Secret Internet Protocol Router Network |
| SLMM    | Submarine-Launched Mobile Mine          |
| SSA     | Software Support Agent                  |
| T&E     | Test & Evaluation                       |
| TDP     | Technical Data Package                  |
| TDA     | Technical Direction Agent               |
| TEMP    | Test & Evaluation Master Plan           |
| VEMS    | Versatile Exercise Mine System          |

### 3.0 REQUIREMENTS

The Contractor shall coordinate with the COR and Contract Specialist to conduct a PWS Kick-off Meeting within ten working days of contract award to review the PWS and Contract Data Requirements List (CDRL) requirements.

The Contractor shall be familiar with all documents listed in Section 2 in the fulfillment of this Performance Work Statement.

#### 3.1 QUICKSTRIKE Mod 3 and Mine Improvements Technical Support

3.1.1 Project, Commander, Mobile Mine Assembly Group (COMOMAG), ISEA Support. The contractor shall technically support coordination and communication with COMOMAG on the QUICKSTRIKE Mod 3 issues they are working or providing support to Code A13. Communication with COMOMAG shall be coordinated with the Code A13 project engineer. The contractor shall: technically support the QUICKSTRIKE Mod 3 Project Engineer with assessment of emerging Fleet issues or requirements and provide recommendations on their resolution to ensure the best possible support to the Fleet; review maintenance philosophy reflected in SW550-FO-PMS-010 Underwater Mine Maintenance System for Mod 3 Mine systems and provide recommendations for changes, updates and revisions; provide assistance to project engineer and COMOMAG. (CDRL A001)

3.1.2 Mine to Aircraft Certification Support. The contractor shall provide subject matter expertise regarding the certification status and processes associated with certification of delivery of Mod 3 Mine systems by specific aircraft. The contractor shall assess the feasibility of certifying specific Mod 3 mines on various U.S. Navy (USN) and U.S. Air Force (USAF) aircraft and provide guidance and recommendations for obtaining such certification. The Contractor shall assist with coordination with Naval Air Warfare Center Aircraft Division (NAWCAD) Strike Ordnance and NAWCAD to track the status of the Mod 3 flight clearance request submitted for Mines Mk 62 and Mk 63 on the F/A-18 Hornet A/D and E/F variants, facilitate its progress where possible, and coordinate inputs required from NSWC PCD to facilitate progress. The Contractor shall provide expertise and coordinate possible efforts to pursue certification of QUICKSTRIKE Mod 3 Mines on U.S. Air Force B-1B Lancer, B-2A Spirit and B-52H Stratofortress aircraft. The Contractor shall develop plans of action with milestones (POA&M) for obtaining approval and coordinate actions required to obtain such approval, including collection of ballistics and other data required by the USAF, planning and support for any flight testing required by the USAF and development of any

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>7 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

required documentation to support flight certification efforts. (CDRL A001, A002)

3.1.3 Technical Data Package (TDP) Development and Updates. The contractor shall review TDPs for planned hardware procurements to support the QUICKSTRIKE Mod 3 Mine systems. The TDPs will be reviewed to ensure they are complete, current and accurate. The contractor shall identify required changes to drawings and work with the project engineer to initiate the required changes. The contractor shall develop draft Engineering Change Proposals (ECPs) and Notice of Revisions (NORs) for any drawings requiring changes for approval via CMPro. The Contractor shall review and annotate system level drawings to identify projected tactical and training configurations for QUICKSTRIKE Mod 3 Mines and assist with development and review of hardware configuration trees. Detailed understanding of the QUICKSTRIKE Mines Mk 62, Mk 63 and Mk 65 Mod 3 is required to perform this tasking. (CDRL A003, A004, A005)

3.1.4 Technical Manual Reviews, Revisions, and Validations. The contractor shall support reviews of QUICKSTRIKE Mod 3 Mine technical manuals and identify changes required to those documents. The contractor shall develop Publication Change Directives (PCDs) documenting the required publication changes and submit them to the project engineer for approval via CMPro. The Contractor shall develop assembly and disassembly procedures for Mod 3 hardware and configurations. Procedures shall be documented in final draft PCDs to the applicable existing QUICKSTRIKE technical manuals. The contractor shall support any validations or verifications of these procedures. (CDRL A006)

3.1.5 Logistics Support. The Contractor shall conduct reviews of applicable QUICKSTRIKE Mod 3 Mine logistics documentation as required. The contractor shall review mine stratification and cross-leveling reports and depot workload forecast and technically support NSWC PCD with cataloging change requests for National Stock Number (NSN) and Navy Ammunition Logistics Code (NALC) assignment or revision. This effort will also include initiation of Allowance Parts List (APL) updates. The Contractor shall assist with logistics efforts required to introduce the QUICKSTRIKE Mod 3 mine configurations to the Fleet, including, but not limited to, development of revisions to logistics documents, including the QUICKSTRIKE Mines Integrated Logistics Support Plan (ILSP) and Maintenance Plan. The contractor shall also support development of training material to support Fleet training evolutions. The Contractor shall ensure the Mine Allowance Database (MAD) is updated with Mod 3 Mine configurations. This tasking requires the Contractor have in-depth knowledge of the logistics support structure for Mine systems, as well as detailed knowledge of the MAD. (CDRL A001, A007)

3.1.6 Hazard Classifications. The contractor shall support Hazardous Classification of mine components and initiate changes to all required supporting documentation. Classifications shall be coordinated with Naval Ordnance Safety and Security Activity (NOSSA) personnel. (CDRL A007)

3.1.7 Fleet Hardware Issue Resolution. The Contractor shall assist with resolution of issues with in-service hardware where it affects the QUICKSTRIKE Mod 3 system. The contractor shall assist the system engineer with analysis and during technical-assist visits to selected Mobile Mine Assembly Units (MOMAUs) as required. The contractor shall prepare ECPs, NORs and PCDs as necessary that contain instructions for corrective actions. (CDRL A001, A004, A005, A006)

3.1.8 Field Test Support. The Contractor shall support field testing and fleet exercise involving QUICKSTRIKE Mod 3 and other Mine Improvements hardware and software. This includes support for the in-water evaluation of the Target Detecting Device Mk 71 Mod 1, a key component of the QUICKSTRIKE Mod 3 Mine configuration. This support will include preparation, assembly and disassembly of QUICKSTRIKE Mk 62, Mk 63 and Mk 65 mine system hardware to be utilized during testing at the test site. Support will include participation in test planning, mine assembly prior to testing and at the test site, support at the test site, and disassembly and packing of mine assets and hardware for shipment after completion of testing. This support requires the contractor have an in-depth understanding of QUICKSTRIKE Mine Assembly, system configuration and logistics requirements. Field test support may also include other evaluations of QUICKSTRIKE Mines Mod 3 hardware or other Mine Improvement Systems. (CDRL A001)

3.1.9 Quality Management Support. The contractor shall support in developing quality assurance (QA) management plans and procedures for the Mod 3 project to meet the requirements of NSWC PC INST 4855.3C, or equivalent QA management system. The contractor shall provide support to conduct QA activities as defined in these QA management plans. The contractor shall also provide support in developing plans for: Project Organization, Risk Management, Configuration management, Contract Management Plan, and Team Training.

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>8 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

3.1.10 Safety Support. The Contractor shall technically support to NSWC PCD in obtaining safety approval of the various QUICKSTRIKE Mine Mod 3 configurations. This will entail creating safety plans, reports, safety review board data packages, safety review board presentation material, and travel to and from safety meetings. This will also require participation in system safety working groups and publishing meeting minutes. (CDRL A009, A010, A011)

### 3.2 In-Service Mines Support

3.2.1 Project Support. The contractor shall technically support coordination and communication with Navy Munitions Command on the In-Service Mine issues they are working or providing support to Code A13. Communication shall be coordinated with the Code A13 project engineer. The contractor shall technically support the In-Service Project Engineer with assessment of emerging Fleet issues and requirements and providing recommendations on their resolution to ensure the best possible support to the Fleet. Contractor shall review maintenance philosophy reflected in SW550-FO-PMS-010 Underwater Mine Maintenance System for current Mine systems and provide recommendations for changes, updates and revisions. (CDRL A001)

3.2.2 Mine to Aircraft Certification Support. The contractor shall provide subject matter expertise regarding the certification status and processes associated with certification of delivery of Mine systems by specific aircraft. The contractor shall assess the feasibility of certifying specific mines on various Navy and Air Force aircraft and provide guidance and recommendations for obtaining such certification. Current certification efforts are currently underway on the B-52H Stratofortress, FA-18E/F Hornet, and the P-8A Poseidon aircraft. (CDRL A001)

3.2.3 Technical Data Package (TDP) Development and Update. The contractor shall review TDPs for planned hardware procurements to support the In-Service Mine systems. The TDPs will be reviewed to ensure they are complete, current and accurate. The contractor shall identify required changes to drawings and work with the project engineer to initiate the required changes. The contractor shall develop draft Engineering Change Proposals (ECPs) and Notice of Revisions (NORs) for any drawings requiring change and support required changes to the applicable drawings. (CDRL A003, A004, A005)

3.2.4 Technical Manual Reviews and Revisions. The contractor shall support reviews of In-Service Mine technical manuals and identify changes required to those documents. The contractor shall develop Publication Change Directives (PCDs) documenting the required publication changes and submit them to the project engineer for approval via CMPPro. Contractor shall draft ECPs and necessary NORs in support of this tasking. (CDRL A004, A005, A006)

3.2.5 Logistics Support. The Contractor shall conduct reviews of applicable In-Service Mine logistics documentation as required. The contractor shall review mine stratification and cross-leveling reports and depot workload forecast and technically support logistician with cataloging change requests for NSN and NALC assignment or revision. This effort will also include initiation of APL updates. The contractor shall support any changes required due to the assignment of the permanent hazardous classification for mine hardware. This effort will include all required cataloging and development and submission of NIIN and NALC requests. Contractor shall technically support project engineer in semi-annual review of In-Service Mines Sponsor Owned Material located at Naval Underwater Warfare Center (NUWC) Detachment Hawthorne, Nevada. (CDRL A001, A007)

3.2.6 All Weapons Information System (AWIS) Update. The contractor shall update configuration and allowance data contained in the Mine Allowance Database (MAD) module of AWIS based on direction and approval from project engineer. Contractor shall review and provide recommended actions to project engineer on maintenance test data contained in the All Weapons Analysis and Reporting System – Data Entry System (AWARS-DES) module. (CDRL A012)

3.2.7 Demilitarization. The contractor shall prepare demilitarization plans and procedures for mine hardware as required. Procedures for selected Mine QuickStrike Mk 62, Mk 63 and Mk 65, SLMM Mine Mk 67 and obsolete mines hardware shall be prepared. Contractor shall technically support fleet Units in turnover of SLMM Mine Mk 67 hardware to the NAVSEA Demilitarization Manager and the Defense Reutilization and Marketing Office (DRMO). (CDRL A013)

3.2.8 Support Fleet Hardware Issues. The Contractor shall technically support resolution of issues with in-service hardware. The contractor shall technically support mine systems engineer with analysis and during technical-

|                                  |                            |                 |       |
|----------------------------------|----------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>9 of 30 | FINAL |
|----------------------------------|----------------------------|-----------------|-------|

assist visits to selected fleet Units, as required. Examples of support that may need to be provided in this area includes the testing of Target Detecting Devices Mk 58 and Safety Device, Arming Group Mk 45 Mod 1 to assess reasons for high failure rates with the hardware . The contractor shall prepare ECPs, NORs and PCDs as necessary that contain instructions for corrective actions. (CDRL A001, A004, A005, A006)

### 3.3 Mine Countermeasure Targets (Instrumented or non-Instrumented)

The MCM Targets Program is made up of the Versatile Exercise Mine System (VEMS), Targets, and future systems.

3.3.1 Program Support. The Contractor shall provide the full spectrum of operations and maintenance support to the ISEA to include design, safety, test support, software, technical documentation, specifications and standards, performance and maintenance data analysis, maintenance engineering, computer hardware and software support, installation, Fleet engineering support, training and manning, Integrated Logistics Support (ILS), data management, configuration management, supply support and repair facilities support as amplified in the following paragraphs.

(a) Program Meetings. The Contractor shall attend meetings, program reviews, conferences, Integrated Product Teams (IPT's), Workload Conferences and other meetings as required to support MCM Targets program and NSWC PCD. In support of these meetings, the Contractor may be required to draft presentation packages, meeting minutes or a trip report as required. (CDRL A011, A014)

(b) Ordnance Reports. The Contractor shall technically support NSWC PCD in the preparation, tracking, upkeep, and distribution of selected Ordnance documentation. This will include Non Combat Expenditure Allowances (NCEA), Ordnance Information System (OIS), Usage and Expenditure reports, Ordnance Requests, Ordnance Requisitions, All Weapons Information System (AWIS), Inventory objectives and others as required. (CDRL A015)

(c) Programmatic Support. The Contractor shall technically support NSWC PCD in the preparation, tracking, upkeep, and distribution of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution. Documents will include Requirements documents, Maintenance documents, Project Plans, System Engineering Plans, and others as required. (CDRL A015)

(d) Maintenance Reports. The Contractor shall technically support NSWC PCD in the preparation, tracking, upkeep, and distribution of Maintenance Reports from data compiled from AWARS and Targets Modules in the All Weapon Information System (AWIS). The Contractor shall also interface with the Naval Munitions Command Divisions and Units on Maintenance Issues. (CDRL A015)

(e) Metrics. The Contractor shall technically support NSWC PCD in the preparation, tracking, upkeep, and distribution of Metrics data compiled from various reports and sources. (CDRL A015)

3.3.2 TDP Development and Update. The Contractor shall technically support NSWC PCD in the preparation, reviewing, tracking, upkeep, and distribution of TDPs for planned hardware procurements to support the MCM Target systems. The TDPs shall be reviewed to ensure they are complete, current and accurate. The contractor shall identify required changes to drawings and work with the project engineer to initiate the required changes. The contractor shall develop draft Engineering Change Proposals (ECPs) and Notice of Revisions (NORs) for any drawings requiring changes for approval via CMPro. The Contractor shall review and annotate system level drawings to identify projected configurations for MCM Targets and technically support development and review of hardware configuration trees. Detailed understanding of the Versatile Exercise Mine System and Targets is required to perform this tasking. (CDRL A003, A004, A005)

3.3.3 Technical Manuals and Documents. The Contractor shall technically support NSWC PCD in the preparation, reviewing, tracking, upkeep, and distribution of MCM Targets technical manuals and documents and identify changes required to those documents. The contractor shall develop Publication Change Directives (PCDs) documenting the required publication changes and submit them to the project engineer for approval via CMPro. (CDRL A006)

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>10 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

3.3.4 Logistics Support. The Contractor shall conduct reviews of applicable MCM Targets logistics documentation as required. The contractor shall review mine stratification and cross-leveling reports and depot workload forecast and technically support logistician with cataloging change requests for NSN and NALC assignment or revision. This effort will also include initiation of APL updates and all required cataloging and development and submission of NIIN and NALC requests. Contractor shall technically support project engineer in semi-annual review of MCM Targets Sponsor Owned Material located at NSWC PCD, Florida. (CDRL A001, A007)

3.3.5 All Weapons Information System (AWIS) Update. The contractor shall update MCM targets configuration and allowance data contained in the Mine Allowance Database (MAD) module of AWIS based on direction and approval from Project engineer. (CDRL A012)

3.3.6 Intermediate and Depot (I and D) Level Maintenance Facilities. The Contractor shall technically support trouble shooting, resolution, and repair of MCM Targets hardware at I and D level Facilities at NSWC-PCD. The contractor shall technically support MCM Targets System Engineer with analysis and during technical-assist visits to selected fleet Units as required. Examples of support that may need to be provided in this area include Overhaul of VEMS MK 74 and MK 75, Test Set Trouble Shooting and Repair, and Sub-Component trouble shooting and Repair.

(a) Depot Level Maintenance. The Contractor shall technically support resolution, troubleshooting and repair of MCM Targets hardware at the Depot Level Facility. Examples of support that may need to be provided in these areas include Overhaul of VEMS MK 74 and MK 75, Test Set Trouble Shooting and Repair, and Sub-Component trouble shooting and Repair. Also anticipate requirements for painting and fabrication services in support of overhauls, repairs, and modifications.

3.3.7 System Re-Design, Modifications, and Product Improvements. The Contractor shall provide systems engineering and analysis support to the NSWC PCD MCM Targets program to include: develop program and related engineering concepts and perform scientific and engineering analyses and planning to achieve stated objectives; develop a system safety program and supporting hazard analyses for incorporation of safety requirements in performance specifications; monitor and assess the scientific, overall engineering and system safety aspects of a program; perform system engineering and develop performance specifications to establish configuration functional baselines for the system or prime items including computer programs; perform or direct research, development, test and simulations to investigate problems, probe alternate technical approaches to evaluate program achievements; review development and scientific programs as well as engineering change proposals for their impact on engineering concepts, design, safety and performance; develop or technically support preparation or modification of top level program documents such as the Test and Evaluation Master Plan (TEMP); develop required procedures and test packages for performing testing including technical evaluations; support systems engineering and analysis related to test and evaluation programs; perform analyses to assess the utilization of the system under operational conditions and technically support the preparation of operational guidelines. (CDRL A001)

(a) Hardware Support. Also anticipate requirements for painting and fabrication services in support of modifications and product improvements.

(b) Software Support. Anticipate requirements for a certified Labview developer, along with programming languages, and software in support of product modifications and improvements as required.

3.3.8 Testing and Evaluation (T&E). The Contractor shall provide T&E support to the MCM targets program during test phases. Support shall encompass assistance with test plan development, test documentation including briefs, Test Logs, Mission Summaries, test schedules, data analyses, and test engineers and assistance with the development of test reports. In addition, the Contractor shall provide maintenance support, operators, observers, or other crew positions that allow for completion of the test. The Contractor shall debrief the individual missions and observed system performance to NSWC PCD support personnel. The Contractor shall perform Operational (O-Level) and Intermediate Level (I-Level) maintenance on the MCM Targets and support equipment in support of tests from all platforms. The Contractor shall supply parts and materials necessary to support test preparation, testing and O- and I-Level Maintenance. The Contractor shall evaluate existing operational and testing procedures and determine improvement potential. (CDRL A001, A011, A016, A017, A018)

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>11 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

### 3.4 QUICKSTRIKE Remote Command & Control (QSRC2)

3.4.1 QuickStrike mine test asset parts inventory maintenance: contractor shall be required to provide technician support to ensure that QuickStrike Mines, MK 62, MK 63 & MK 65 components are available in sufficient quantities to support projected QSRC2 test events. Contractor personnel shall periodically inventory the QSRC2 parts bins and report status to the project engineer. Contractor personnel shall initiate, support in parts requests or orders as required. (CDRL A020)

3.4.2 Assembly and disassembly of system test hardware: contractor shall be required to provide technician support for the assembly and disassembly of INERT QuickStrike Mines, MK 62, MK 63 and MK 65 to support projected QSRC2 test events. At the direction of the project engineer, contractor personnel shall plan and execute build and tear down events of INERT QuickStrike Mines utilizing the QSRC2 parts inventory, INERT mine shapes provided by the project engineer and QSRC2 specific auxiliary hardware provided by the project engineer.

3.4.3 Support of the execution of test and system demonstration events: contractor shall be required to provide technician support for the execution of QSRC2 test events, including FLEET demonstrations requiring travel. At the direction of the project engineer, contractor personnel shall prepare assembled INERT QuickStrike Mines, MK 62, MK 63 and MK 65 for placement within the test operational area. Contractor personnel shall participate only to the extent that the applicable Standard Operating Procedures (SOP) allows.

### 3.5 Progress Reporting

The contractor shall report progress and financial expenditures on a monthly basis discussing progress, issues and resolution, and costs to date along with percentage of total funding spent. The Contractor shall track expenses in a manner corresponding to the CLIN structure of the order for the individual projects. Progress shall be reported in (CDRL A021)

### 3.6 Travel

Anticipated travel destinations include Guam; Okinawa, Japan; Charleston, SC; Washington DC; San Diego, CA; Patuxent River, MD; Ft Lauderdale, FL; Hawthorne, NV; Seal Beach, CA; and Mechanicsburg, PA, among others. For the purpose of estimating, assume the following travel amounts included in Section L, 3.4.5, for each period of performance.

### 3.7 Material Purchases

Only items directly used for this Task Order, for work within the scope of the Performance Work Statement, shall be purchased under the Other Direct Cost (ODC) line items. Material purchases above \$3,000 shall be approved by the Procuring Contracting Officer (PCO) prior to purchase by the contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the contractor to determine the reasonableness of the pricing. The request and supporting documentation shall be submitted to the Contracting Officers Representative (COR) for concurrence prior to being submitted to the PCO for approval.

## 4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide the Contractor with documentation as required such as draft TDP's, technical manuals that require updates, and draft logistics documentation. All government furnished information (GFI) shall be returned at the completion of this task order.

## 5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule set forth in the attached Contract Data Requirements List, DD Form 1423, Exhibit A, in Section J.

## 6.0 PERIOD OF PERFORMANCE

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>12 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

The period of performance is defined in Section F.

## 7.0 SECURITY

The highest security classification for work under this task order is SECRET. Access to and generation of classified documents may be required. Receipt and storage of classified hardware may also be required. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Public Law 100-235. Paragraphs 7.1 and 7.2 also apply to the protection of sensitive information regardless of the media on which it is stored.

Contractor may be required to research various classified mines and ordnance documents that are available only on the Secret Internet Protocol Router Network (SIPRNET). To view and download these classified documents, contractor personnel require SIPRNET access. Additionally some of these documents carry North Atlantic Treaty Organization (NATO) security classification.

### 7.1 Information Security Requirements

#### a. Controlled Unclassified Information (CUI):

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

#### b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):

Prior to access, 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 contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

#### c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):

Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

### 7.2 Operations Security

a. Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>13 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

b. The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

## **8.0 RELEASE OF INFORMATION**

Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

## **9.0 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 prominent 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 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.

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>14 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

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.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its 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.

(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 the 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 circumstances 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:

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

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>15 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

(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.

## 10.0 SUBCONTRACTOR/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 agreement. 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 addition firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) 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.

(c) T&M pricing agreements require an accounting system rating of adequate. 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.

### Clause - 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

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>16 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

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.

(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 re-competition 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 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.

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>17 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

(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.

**End of Section C**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>18 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## **SECTION D PACKAGING AND MARKING**

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.

### **DISTRIBUTION STATEMENT "D".**

**DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY, ADMINISTRATION AND OPERATIONAL USE, (26 OCTOBER 2010). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PROGRAM EXECUTIVE OFFICE, LITTORAL AND MINESWARFARE (PEO LMW), MINE WARFARE PROGRAM OFFICE (PMS495), 614 SICARD STREET, SE, WASHINGTON NAVY YARD, DC 20376-7003.**

**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.**

**(End of Section D)**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>19 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## **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.

**(End of Section E)**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>20 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## 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 Quality Assurance Surveillance Plan (QASP), the order may continue for up to two additional years based on the contractor's performance.

The periods of performance are as follows:

### BASE PERIOD

4000 from the date of award through 12 months  
6000 from the date of award through 12 months

### AWARD TERM 1

4001 award of award term 1 through 12 months thereafter  
6001 award of award term 1 through 12 months thereafter

### AWARD TERM 2

4002 award of award term 2 through 12 months thereafter  
6002 award of award term 2 through 12 months thereafter

**(End of Section F)**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>21 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## 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

#### **Ombudsman**

Naval Surface Warfare Center PCD  
Attn: Gerald Sorrell  
110 Vernon Avenue  
Panama City, Florida 32407  
Telephone: (850) 235-5328  
E-Mail: [Gerald.Sorrell@navy.mil](mailto:Gerald.Sorrell@navy.mil)

#### **Procurement Contracting Officer**

Joan Troutman, Code B31  
110 Vernon Avenue  
Panama City, Florida 32407  
(850) 235-5845

#### **Contract Specialist**

Dorothy Streekmann, Code B31  
110 Vernon Avenue  
Panama City, Florida 32407  
dorothy.streekmann@navy.mil  
(850) 636-6252

#### **Contracting Officer Representative**

Virginia St. John, Code A13  
110 Vernon Avenue  
Panama City, Florida 32407  
(850) 234-4423

#### **Defense Contract Management Agency (DCMA)**

DCMA - Orlando, Code S1002A  
3555 Maguire Blvd  
Orlando, Florida 32803-3726

#### **Defense Finance and Accounting Services (DFAS)**

DFAS Columbus Center, Code HQ0338  
South Entitlement Operations  
P O Box 182264  
Columbus, Ohio 43218-2264

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>22 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

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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 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)

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>23 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

|                         |               |
|-------------------------|---------------|
| ISSUE DODAAC            | N61331        |
| ADMIN DODAAC            | S1002A        |
| PAY OFFICE DODAAC       | HQ0338        |
| INSPECTOR DODAAC        | N61331        |
| SERVICE ACCEPTOR DODAAC | N61331        |
| SERVICE APPROVER DODAAC | N61331        |
| SHIP TO DODAAC          | N61331        |
| DCAA AUDITOR DODAAC     | HAA107        |
| 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:

DOROTHY.STREEKMANN@NAVY.MIL  
VIRGINIA.STJOHN@NAVY.MIL  
MARTIN.RICHARDSON@NAVY.MIL

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

(g) 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. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcpd\_wawf@navy.mil.

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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.

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>24 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

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.

**(End of Section G)**

```
Accounting Data
SLINID  PR Number          Amount
-----
400001  10214096                200000.00
LLA :
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A66110SUPP

600001  12598333                100000.00
LLA :
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A66110SUPP
```

```
BASE Funding 300000.00
Cumulative Funding 300000.00
```

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>25 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### **5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)**

(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 78,177 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) 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) The level of effort for this contract shall be expended at an average rate of approximately 501 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) 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.

(h) 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

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>26 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

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**BASIC CONTRACT CLAUSES**

As applicable, all clauses contained in the basic, multiple award contract apply to any task order resulting from this solicitation.

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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

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>27 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

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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**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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**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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**EXPLOSIVE HANDLING CERTIFICATION REQUIREMENTS**

In-Service Mines and QUICKSTRIKE Mod 3 support under this order requires contractor personnel to be qualified and certified for handling explosives. Contractor shall provide a minimum of two explosive qualified and certified personnel during execution on this order. NSWC PCD Instruction 8023.5C requires that all individuals must perform yearly training and proficiency demonstrations on the Explosive Device and Family of Weapons being tasked to support. Also each individual must meet all security requirements per OPNAVINST 5530.13 in assigning personnel to duties involving control of, or unescorted access to Arms, Ammunition and Explosives (AA&E). In order to comply with NSWC PCD Instruction 8023.5C, each individual is required to obtain a yearly Medical Examination during the month of their birth date and the Government does not require the medical records as proof of compliance. Upon completion of all requirements the individuals must attend an explosive examination and certification board chaired by NSWC PCD Ordnance Officer, Safety Officer and Executive Officer and report compliance within 90 days of contract award. Report currency of certifications in the monthly progress report. (CDRL A021)

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>28 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

**(End of Section H)**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>29 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## **SECTION I CONTRACT CLAUSES**

See Section I of offeror's basic contract.

**(End of Section I)**

|                                  |                            |                  |       |
|----------------------------------|----------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-04-D-4068 | DELIVERY ORDER NO.<br>HR05 | PAGE<br>30 of 30 | FINAL |
|----------------------------------|----------------------------|------------------|-------|

## SECTION J LIST OF ATTACHMENTS

| Attachment #   | Title                               | Pages | Date       |
|----------------|-------------------------------------|-------|------------|
| Attachment J.1 | DD Form 254 Final                   | 6     | 11/2/2011  |
| Attachment J.2 | Quality Assurance Surveillance Plan | 13    | N/A        |
| Attachment J.3 | COR Appointment Letter              | 4     | 10/28/2011 |

| Exhibit | Title                            | Pages | Date       |
|---------|----------------------------------|-------|------------|
| A       | Contract Data Requirements Lists | 11    | 01/18/2011 |