

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4147		2. DELIVERY ORDER NO. HR11		3. EFFECTIVE DATE 2013 Feb 06		4. PURCH REQUEST NO. 1300331210		5. PRIORITY Unrated			
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001			CODE N61331		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A			
9. CONTRACTOR Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320			CODE 0WWV3		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS		
							12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL		
							13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		SMALL DISADVANTAGED		
									WOMEN-OWNED		
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	

16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your _____ furnish the following on terms specified herein. 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.

Technical Systems Integration		Deborah Bosley Contracts Manager	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:		

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
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	\$1,310,767.43
	BY: /s/Mary F Hines		26. DIFFERENCES	
		02/06/2013		
		CONTRACTING/ORDERING OFFICER		

27a. QUANTITY IN COLUMN 20 HAS BEEN

<input type="checkbox"/> INSPECTED	<input type="checkbox"/> RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
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b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
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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
		FINAL		

f. TELEPHONE	g. E-MAIL ADDRESS	31. PAYMENT COMPLETE		34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		PARTIAL		35. BILL OF LADING NO.
		FULL		

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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GENERAL INFORMATION

Award is made for the base period, CLINS 4000 and 6000 in the Cost Plus Fixed Fee amount of \$1,310,767.43. This task order will be incrementally funded.

The funding profile for this task order is as follows:

	FROM	BY	TO
FUNDED LABOR	\$ 0.00	\$48,249.07	\$ 48,249.07
FUNDED FEE	\$ 0.00	\$ 1,750.93	\$ 1,750.93
FUNDED ODC	<u>\$ 0.00</u>	<u>\$ 25,000.00</u>	<u>\$ 25,000.00</u>
TOTAL FUNDED	\$ 0.00	\$ 75,000.00	\$ 75,000.00

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, **\$75,000.00** which includes a fixed fee of **\$1,750.93** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$0.00 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 not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The following subcontractors are approved under this task order:

Science Applications International Corporation (SAIC)
1710 SAIC Drive
McLean, VA 22102

The period performance period for this task order from 6 February 2013 through 5 February 2014. The period of performance, to include award terms, are identified in Section F, Deliverables or Performance.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	The Contractor shall provide MC ES TAE New Equipment Training Support in accordance with the Performance Work Statement; attached DD Form 254; and attached Exhibit A, DD Form 1423 Contract Data Requirements List. Base Year. See Note A. Funding Type (TBD)	17732.0	LH	\$823,960.20	\$29,901.04	\$853,861.24
400001	Incremental Funding. PR#1300331210 (PMC)					
4001	The Contractor shall provide MC ES TAE New Equipment Training Support in accordance with the Performance Work Statement; attached DD Form 254; and attached Exhibit A, DD Form 1423 Contract Data Requirements List. Award Term 1. See Notes A and B. Funding Type (TBD) Option	17732.0	LH	\$841,253.94	\$30,528.96	\$871,782.90

For ODC Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs to support CLIN 4000. Base Year. See Note C. Funding Type (TBD)	1.0	LO	\$456,906.19
600001	Incremental Funding. PR# 1300331210 (PMC)			
6001	Other Direct Costs to support CLIN 4001. Award Term 1. See Notes B and C. Funding Type (TBD) Option	1.0	LO	\$479,348.44

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	The Contractor shall provide MC ES TAE New Equipment Training Support in accordance with the Performance Work Statement; attached DD Form 254; and attached Exhibit A, DD Form 1423 Contract Data Requirements List. Award Term 2. See Notes A and B. Funding Type (TBD) Option	17732.0	LH	\$858,932.89	\$31,170.07	\$890,102.96

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Other Direct Costs to support	1.0	LO	\$503,315.51

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CLIN 7000. Award
Term 2. See Notes
B and C. Funding
Type (TBD)
Option

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (CLINs 4000, 4001, 7000)

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the task order structure that will be awarded to each successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: AWARD TERM (CLINs 4001, 6001, 7000, 9000)

CLIN which may be awarded in accordance with the award term conditions contained in the attached Quality Assurance Surveillance Plan (QASP).

NOTE C: ODC (CLINs 6000, 6001, 9000)

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

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

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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)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR MARINE CORPS ENGINEER SYSTEMS (MC ES) TECHNICAL AREA EXPERT (TAE) NEW EQUIPMENT TRAINING SUPPORT

1.0 SCOPE

The Memorandum of Agreement (MOA) between Director, Marine Corps Systems Command (MCSC) Product Group (PG) 15 and Commander, Naval Surface Warfare Center, Panama City Division (NSWC PCD) states under Delegation of Authority that NSWC PCD will function as a Technical Area Expert (TAE) and further assigns the following engineering roles to NSWC PCD in support of MCSC, PG 15, Engineer Systems (ES):

- Design Agent (DA)
- Acquisition Engineering Agent (AEA)
- In-Service Engineering Agent (ISEA)
- Software Support Activity (SSA)

At a minimum this requirement covers training for the following mine clearance, obstacle clearance, or counter improvised explosive device (C-IED) clearance systems and equipment (additional new mine clearance, obstacle clearance, or counter improvised explosive device (C-IED) clearance systems or equipments may be included during the period of performance):

- Assault Breaching Vehicle
- Mine Roller
- MK 154
- Mine Detectors
- Banshee/High Voltage Energy (HVE)
- Vehicle Mounted Mine Detector (VMMD)
- Route Clearance Blade
- Spider
- Joint Assault Bridge

2.0 APPLICABLE DOCUMENTS

The following documents form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

2.1 Military Standards: None

2.2 Military Specifications:

- (a) MIL-PRF-29612B Notice 2 (validation), Training Data Products dated 20 Jun 2011

2.3 Other Documents:

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- (a) MIL-HDBK-29612/1A Notice 2 (validation), Guidance for Acquisition of Training Data Products and Services (Part 1 of 5 Parts) dated 20 Jun 2011
- (b) MIL-HDBK-29612/2A Notice 2 (validation), Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts) dated 20 Jun 2011
- (c) MIL-HDBK-29612/3A Notice 2 (validation), Development of Interactive Multimedia Instruction (IMI) (Part 3 of 5 Parts) dated 20 Jun 2011
- (d) MIL-HDBK-29612/4A Notice 2 (validation), Glossary for Training (Part 4 of 5 Parts) dated 20 Jun 2011
- (e) MIL-HDBK-29612/5 Notice 2 (validation), Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5 Parts) dated 20 Jun 2011
- (f) Marine Corps Order 1553.6 Development, Management, and Acquisition of Interactive Courseware (ICW) for Marine Corps Instruction dated 17 May 1993

(Copies of Military Standards, Specifications, and Handbooks are available free of charge at the Defense Logistics Agency Document Service ASSIST Database at <https://assist.daps.dla.mil/online/start/>)

3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist to participate in a kick-off meeting within ten working days after the award of the Task Order to review the terms and conditions, Performance Work Statement (PWS) and Contract Data Requirements List (CDRL) requirements for this Task Order.

The Contractor shall provide the personnel, materials, facilities, equipment, and services as needed to support NSWC PCD new equipment training requirements for MC ES tasks. NSWC PCD is the central “clearing house” for all MC ES training while it remains NET, as directed by MC ES. The Government will be solely responsible for making policy and training decisions and will seek Contractor support in the form of recommendations, execution, tracking, and development of training plans.

The Contractor shall support the NSWC PCD MC ES Training Lead as the collector and disseminator of training information and will document and maintain the historical data related this order. The Contractor shall further support NSWC PCD by providing a level of effort of technical and program management support within the task areas below. The Contractor shall be prepared to work within a mixed Contractor and Government team environment specifically located in Panama City Beach, FL. The Contractor will actively participate at meetings as required by the NSWC PCD MC ES Training Lead.

3.1 Task Area #1 - Training Material

The Contractor shall, based on Government Furnished Information (GFI), research, develop, and maintain the master training syllabi and materials for Operators and Maintainers Lesson Plans, Instructor Guides, Student Handouts, curriculum, briefs, videos, Instructional Performance Requirements Documents (IPRDs), tests, test answer keys, Job Sheets, Job Sheet answer keys, Course Critiques, and other training and support material using the guidance of PWS paragraph 2.2(a) and 2.3(a) through 2.3(f). The Contractor shall update the above mentioned master training syllabi material by incorporating newly acquired and relevant GFI, Government approved Vendor data, Technical Service Bulletin (TSB) information, Field Service Representatives (FSRs), Mobile Training Team (MTT) critiques and any other pertinent information, but only as directed by the Government. The Contractor shall submit all revisions to the Government for review and approval prior to the implementation of revisions within the course. The master syllabi may be revised biannually and will be augmented with pertinent updates as needed via separate addendums. The developed material will be used by Government personnel, FSRs and Contractor personnel who will train personnel, including but not limited to, U.S. Marine Corps, Navy, Army, and FSR support Contractors as required. (CDRL A001 through A012)

3.2 Task Area #2 - Training Classes

The Contractor shall technically support Government and third party Contractor personnel in conducting field

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(practical application) and classroom training in the continental United States (CONUS) and OCONUS as required. The training will include classroom lessons and practical application to identify, inspect, assemble, disassemble, troubleshoot, repair, replace, and operate any of the MC ES the systems directed by the Government and applicable, GFE-supplied Counter-IED (C-IED) kits. The Contractor will provide qualified personnel for the Mobile Training Teams (MTT) to conduct unit-level, pre-deployment, and field training on the MC ES systems. The Contractor will provide MTT instructors with a Government-directed student-to-instructor ratio to safely conduct all training. The Contractor will also train newly assigned FSRs and provide FSR refresher training as required.

The Contractor will ensure all MTT members obtain clearance requests, passports, international driving permits, and other associated documents required for travel in support of Home Station Training (HST) operations. The Contractor will maintain a roster of qualified MTT personnel and will provide the roster as required. The Contractor shall provide all collected student course critiques to the Government.

The Contractor shall appoint a Mobile Training Team Lead Instructor to support the NSWC PCD MC ES Training Lead by attending planning meetings, coordinating Contractor travel, analyzing training and security issues associated with MTT Events and other tasking in-line with MC ES systems training. The MTT Lead Instructor shall develop briefings as required to support the MC ES systems and provide feedback to the NSWC PCD MC ES Training Lead on the effectiveness of the training programs. Additionally, the MTT Lead Instructor shall prepare and deliver post-training reports to the NSWC PCD MC ES Training Lead, as required in support of the MC ES systems.

Over Time (OT) may be required to support on-site training due to multi-shift training requirements. The training schedule may require MTT Instructors to conduct training at a variety of remote locations where bringing in a second shift or hiring additional personnel is impractical and not cost-effective to the Government. The Contractor shall coordinate OT requests through the NSWC PCD MC ES Training Lead and Training Coordinator. All OT requests must be approved by the Contracting Officer. The Contractor shall endeavor to minimize OT to the greatest extent possible. (CDRL A007, A008, A009, A010, A011, and A013)

3.3 Task Area #3 - Configuration Control

The Contractor shall support the NSWC PCD MC ES Training Lead in maintaining the master configuration files, training materials, and source data for fielded equipment as follows:

- a. Develop and execute the Government approval process for all final documentation to be reviewed for quality and conformance to requirements through a documented Quality Review Process.
- b. At a minimum, the Contractor shall deliver all training products, material and source data in an editable format. (CDRL A001 and A003 through A012)

3.4 Task Area #4 - Training Updates Resulting From Spiral Development

The Contractor shall, based on GFI, support the NSWC PCD MC ES Training Lead in maintaining currency and relevancy of MC ES training, as required. The Contractor shall analyze the impacts of system changes to new equipment training and discuss impact and possible solutions with the Government team. The Contractor shall coordinate closely with logistics and engineering personnel to stay current with the changes. Training personnel will also work closely with the NSWC PCD MC ES Training Lead, testing teams, research and development personnel, Field Service Representatives, and other support agencies as required at a variety of locations. (CDRL A001 through A012)

3.5 Access to Training Aids

The Government will provide onsite access to MC ES systems, tools, support and material handling equipment, and associated sub-systems for use as training aids.

3.6 Travel

During the period of performance, the Government anticipates the following Home Station Training (HST) trips to be conducted by the Mobile Training Team (MTT) each year of the Task Order:

Camp Pendleton, CA (6 trips)

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Miramar, CA (2 trips)

Yuma, AZ (2 trips)

Camp Lejeune, NC (6 trips)

Okinawa, Japan (1 trip)

Iwakuni, Japan (1 trip)

Kaneohe Bay, Hawaii (1 trip)

29 Palms, CA (7 trips)

Travel shall be in accordance with the Joint Travel Regulations (JTR) . The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than those specified without express written consent of the Contracting Officer.

3.7 Government Space and Access to Government Equipment

The Government will not provide space for contractor employees onboard NSWC PCD or Naval Support Activity Panama City (NSA PC) to support this task order.

3.8 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. Individual purchases above \$3,000 shall be approved by the Contracting Officer 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 Officer's Representative (COR) for concurrence prior to being submitted to the Contracting Officer for approval.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase.

The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.9 Progress Reporting

The Contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly in accordance with CDRL A014.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Information (GFI):

NSWC PCD will provide relevant program management and engineering documentation as that information becomes available.

4.2 Government Furnished Equipment (GFE): None

4.3 Government Furnished Material (GFM): None

5.0 SECURITY

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Data generated under this Task Order shall be unclassified. The Contractor will not be required to possess or store classified material in support of the PWS, however; the Contractor may be required to access materials or attend meetings at Government facilities that may include materials or discussions up to the SECRET/NATO level.

5.1 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):

Task Order 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.

5.2 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;
- 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:

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- 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.

6.0 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.

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

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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,

(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.

7.0 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 arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

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

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

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

(b) 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 arrangements 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.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)

(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 Task Order 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

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business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the Task Order, 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 Task Order may create a potential organizational conflict of interest on the instant Task Order 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 Task Order 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 Task Order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

(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 Task Order 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 Task Order and for a period of three years after completion of performance of this Task Order, 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 Task Order. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this Task Order. 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 Task Order, from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this Task Order or before the three year period following completion of this Task Order 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 Task Order 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 Task Order or becomes, or should become, aware of an organizational conflict of interest after award of this Task Order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this Task Order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this

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requirement, the Government may terminate this Task Order 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 Task Order; 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.

(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 Task Order.

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

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the clauses in the basic contract.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) Contract number
- (3) Task Order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor

Name of Individual Sponsor:

Name of Requiring Activity:

City and State

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

Distribution Limitation Statements

Technical documents generated under this task order shall carry the following Distribution Limitation Statement. Word processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION LIMITATION STATEMENT D

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DEPARTMENT OF DEFENSE CONTRACTORS ONLY: ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO THE COMMANDER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E25, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE – For Classified Documents, follow the 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.

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

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SECTION E INSPECTION AND ACCEPTANCE

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

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/6/2013 - 2/5/2014
6000	2/6/2013 - 2/5/2014

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Panama City Division, Panama City, FL 32407, or travel location. Location is dependent upon the type of task being performed. All data deliverables shall be in accordance with the schedule set forth in the attached CDRLs, DD Form 1423, Exhibit A.

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), Attachment J.5 of this order, the order may continue for up to two additional years based on the Contractor's performance.

The period of performance is as follows:

BASE YEAR

4000	06 February 2013 - 05 February 2014
6000	06 February 2013 - 05 February 2014

AWARD TERM 1

4001	06 February 2014 - 05 February 2015
6001	06 February 2014 - 05 February 2015

AWARD TERM 2

7000	06 February 2015 - 05 February 2016
9000	06 February 2015 - 05 February 2016

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SECTION G CONTRACT ADMINISTRATION DATA

DFARS PGI 204.7108 - PAYMENT INSTRUCTIONS

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108 (d)(12) - Payment Instructions, the Contracting Officer has determined that other payment instructions apply to this task order. This task order contains contract line items (CLINs) that are funded by multiple accounting classifications for which contract lines items are not broken out into separately identifiable sub contract line items (SUBCLINs), or informational SUBCLINs.

- a. This contract will be funded by multiple accounting classification citations and allotted by SUBCLIN to the main allocation CLIN(s).
- b. Payments shall be made from the accounting classification citations from the specific SUBCLINs in which they are invoiced. Money shall not be moved from one subCLIN to another subCLIN to pay an invoice.
- c. The Contractor shall cooperatively identify the appropriate SUBCLINs to the contracting officer's representative (COR) prior to submitting invoice.
- d. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

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ACCOUNTING DATA

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

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GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer
 JENETTA L. LANGSTON, Code CDC2
 110 Vernon Avenue
 Panama City, Florida 32407
jenetta.langston@navy.mil
 850-235-5362

Contract Specialist
 LINDA HAWTHORNE, Code CDC2
 110 Vernon Avenue
 Panama City, Florida 32407
linda.hawthorne@navy.mil
 850-235-5386

Ombudsman

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Gerald Sorrell
850-235-5328
Gerald.Sorrell@navy.mil

Contracting Officer Representative
MIGUEL CAMACHO, Code E27
(850) 230-7580
miguel.a.camacho@navy.mil

Defense Contract Management Agency (DCMA)
DCMA Manassas
10500 Battleview Parkway, Suite 200
Manassas, VA 20109-2342

Defense Finance and Accounting Services (DFAS)
DFAS Columbus Center, South Entitlement Operations
P.O. Box 182264
Columbus, OH 43218-2264

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NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) 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)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

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ISSUE DODAAC	N61331
ADMIN DODAAC	S2404A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	
SHIP TO DODAAC	N61331
DCAA AUDITOR DODAAC	HAA47B
LPO DODAAC	N61331
INSPECTION LOCATION	DESTINATION
ACCEPTANCE LOCATION	DESTINATION

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:

miguel.a.camacho@navy.mil
jenetta.langston@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 Carol Dreger at (850) 234-4863. 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.

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.

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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.

Accounting Data

SLINID	PR Number	Amount
400001	1300331210	50000.00
LLA :		
AA 1721109 6520 251 67854 067443 2D 652019 3RC26G241530		
600001	1300331210	25000.00
LLA :		
AA 1721109 6520 251 67854 067443 2D 652019 3RC26G241530		

BASE Funding 75000.00
Cumulative Funding 75000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

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 53,196 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 _____ (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 341 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.

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(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 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:

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- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

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NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

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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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SECTION I CONTRACT CLAUSES

SEE SECTION I OF THE OFFEROR'S BASIC CONTRACT.

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52.222-2 Payment for Overtime Premiums (Jul 1990)

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

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

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

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

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

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

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

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

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

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

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252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)

(a) Definitions. As used in this clause--

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to--

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

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through arbitration–

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration–

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

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

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A, Contract Data Requirements Lists (CDRLs)

J.1 Desired Qualifications for Required Key Personnel

J.2 DD Form 254

J.3 Quality Assurance Surveillance Plan (QASP)