

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4147		2. DELIVERY ORDER NO. HR12		3. EFFECTIVE DATE 2013 May 13		4. PURCH REQUEST NO. 1300349039		5. PRIORITY DO-C9		
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	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
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 <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> 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 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	\$1,061,186.87		
				BY: /s/Joan R Troutman			26. DIFFERENCES			
				05/07/2013 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 CON-TAINERS		41. S/R ACCOUNT NUMBER		
								42. S/R VOUCHER NO.		

GENERAL INFORMATION

Award is made for the base period in the amount of \$639,286.25 under CLIN's 4000-4002 (Labor) and \$421,900.62 for CLIN 6000 (ODC's) for a total of \$1,061,186.87.

1. The total incremental funding amount of \$62,500.00 is applied with the incorporation of SLIN's 400001 and 400101. Accordingly, said Task Order is modified as follows:

a. Section B - Establish New SLINS: 400001 and 400101 as follows:

CLIN/SLIN	Type Of Fund	From	(\$) By (\$)	To (\$)
400001	OM&N	0.00	40,230.00	40,230.00
400101	RDT&E	0.00	22,270.00	22,270.00

Section G is revised to add the accounting and appropriation data:

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

	From	By	To
Cost	\$0.00	\$ 38,646.90	\$ 38,646.90
Fee	\$0.00	\$ 1,583.10	\$ 1,583.10
Total	\$0.00	\$ 40,230.00	\$ 40,230.00

3. The funding profile for CLIN 4001 is as follows:

	From	By	To
Cost	\$0.00	\$ 21,393.83	\$ 21,393.83
Fee	\$0.00	\$ 876.17	\$ 876.17
Total	\$0.00	\$ 22,270.00	\$ 22,270.00

4. The total task order funding profile is as follows:

	From	By	To
Funded Labor	\$0.00	\$60,040.73	\$60,040.73
Funded Fee	\$0.00	\$ 2,459.27	\$ 2,459.27
Funded ODC	<u>\$0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>
Total Funded	\$0.00	\$62,500.00	\$62,500.00

5. The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------	-------

Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$62,500.00** which includes a fixed fee of **\$2,459.27** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$62,500.00** 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.

6. The total value of the order is hereby increased from \$0.00 by \$62,500.00 to \$62,500.00. The performance period for this task order from 05/13/2013 through 05/12/2014.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 1 of 34	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	BASE YEAR (O&MN,N): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Note A. (O&MN,N)	6476.0	LH	\$362,332.25	\$14,842.27	\$377,174.52
400001	Incremental Funding \$40,230 -PR#1300349039. 2410(a) authority is hereby invoked. (O&MN,N)					
4001	BASE YEAR (RDT&E): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of	3952.0	LH	\$221,102.53	\$9,055.07	\$230,157.60

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

Defense Contract
Security
Classification
Specification, DD
Form 254. See
Note A. (RDT&E)

400101 Incremental
Funding \$22,270.
PR# 1300349192.
2410(a) authority
is hereby
invoked. (RDT&E)

4002	BASE YEAR (OPN): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Note A. (OPN)	549.0	LH	\$30,693.42	\$1,260.71	\$31,954.13
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4003	OPTION I (O&MN,N): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD	6476.0	LH	\$371,390.56	\$15,213.33	\$386,603.89
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CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

Form 254. See
Notes A and B.
(O&MN,N)
Option

4004	OPTION I (RDT&E): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Notes A and B. (RDT&E) Option	3952.0	LH	\$226,630.09	\$9,281.44	\$235,911.53
4005	OPTION I (OPN): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Notes A and B. (OPN) Option	549.0	LH	\$31,460.75	\$1,292.23	\$32,752.98

For ODC Items:

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODC in support of CLIN 4000, 4001, & 4002 (TBD)	1.0	LO	\$421,900.62

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	OPTION II (O&MN,N): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Notes A and B. (O&MN,N) Option	6476.0	LH	\$380,675.32	\$15,593.66	\$396,268.98
7001	OPTION II (RDT&E): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract	3952.0	LH	\$232,295.84	\$9,513.48	\$241,809.32

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

Security
Classification
Specification, DD
Form 254. See
Notes A and B.
(RDT&E)
Option

7002	OPTION II (OPN): TERM FORM TASK ORDER - SEE FAR 16.306 (d) (2) Services in accordance with the Performance Work Statement located in Section C, Contract Data Requirements List (CDRLs) DD Form 1423, Exhibit A and the Department of Defense Contract Security Classification Specification, DD Form 254. See Notes A and B. (OPN) Option	549.0	LH	\$32,247.27	\$1,324.54	\$33,571.81
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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9000	ODC in support of CLIN 4003, 4004, 4005 (TBD) Option	1.0	LO	\$434,559.11
9001	ODC in support of CLIN 7000, 7001, 7002 (TBD) Option	1.0	LO	\$447,596.51

NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT (CLIN's 4000-4002)

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: OPTION TERM (CLIN's 4003-4005; 7000-7002)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

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

NOTE C: ODC (CLIN's 6000; 9000-9001)

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 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)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR AN/AQS-20A SONAR, MINE DETECTING SET ENGINEERING AND TECHNICAL SUPPORT 4 December 2012

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PCD) has overall In-Service Engineering Agent (ISEA) responsibility for the AN/AQS-20A Sonar, Mine Detecting Set. In addition, in preparation for meeting AN/AQS-20A Initial Operational Capability (IOC) and deployment aboard the Littoral Combat Ship (LCS) in fiscal year 2014, NSWC PCD has responsibility for ensuring the towed body meets Operational Test requirements and is supportable aboard the LCS and shore site maintenance facilities. Tasks include investigating hardware and software modification requirements, low rate initial production (LRIP) towed body functionality verification, test and evaluation support for the AN/WLD-1(V)(2) Remote Minehunting System and surface craft, life cycle and logistics planning development and implementation, and Post-Mission Analysis (PMA) station maintenance.

A summary of duties required in supporting NSWC PCD program management efforts include meeting summaries, risk management support, schedule development and maintenance, action item tracking, presentation development, and library maintenance. Test and evaluation support comprises test planning support, test conduct support, and test reporting support. For complete life cycle support while deployed on the Littoral Combat Ship, NSWC PCD supports logistics planning and implementation of training and supportability philosophies. Logistics efforts include conducting supportability and maintainability analyses, maintaining a logistics database, developing training material, conduct of training and production of other logistics resource documentation for the AN/AQS-20A System Towed Bodies deployed on the LCS and shore sites. Other aspects of the supportability entail maintaining the PMA station software to the latest configuration, as modifications are required during testing and during fielding or deployment.

The Contractor shall provide non-personal technical, engineering, and logistics services as stated herein.

1.1 Acronym List

APL	Allowance Parts List
CCB	Configuration Control Board
CDRL	Contract Data Requirements List
CM	Configuration Management
CN	Change Notice
CR	Contact Recognition
CSDB	Common Source Database
DLA	Defense Logistics Agency
DMs	Data Modules
DMS	Diminishing Manufacturing Resources
DMSMS	Diminishing Manufacturing Sources and Material Shortages
EAGLE	Enhanced Automated Graphical Logistics Environment
ECP	Engineering Change Proposal
EVM	Earned Value Management
FQT	Fleet Qualification Test
GFE	Government Furnished Equipment
GFI	Government Furnished Information
ICAPS-PC	Interactive Computer Aided Provisioning System, Personal Computer Version
IETM	Interactive Electronic Technical Manual
I-Level	Intermediate Level
ILS	Integrated Logistics Support

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 8 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

ILT	Instructor Led Training
IOC	Initial Operational Capability
IPR	In-Process Reviews
IPT	Integrated Product Team
ISSP	Interim Supply Support Plan
LCS	Littoral Combat Ship
LCSP	Life Cycle Sustainment Plan
LRIP	Low Rate Initial Production
LSAR	Logistics Support Analysis Requirements
MEDAL	Mine Warfare Environmental Decision Aid Library
MM	Mineman
NALCOMIS	Naval Aviation Logistics Command Management Information System
NAVICP	Navy Inventory Control Point
NEC	Navy Enlisted Classification
NSA	Naval Support Activity
NSWC PCD	Naval Surface Warfare Center, Panama City Division
O-Level	Organizational Level
OPNAVINST	Chief of Naval Operations Instruction
OQE	Objective Quality Evidence
ORD	Operational Requirements Document
OT	Operational Testing
PADDIE	Planning, Analysis, Design, Development, Implementation and Evaluation
PBL	Performance Based Logistics
PCR	Program Change Request
PMA	Post-Mission Analysis
PMRM	Preventive Maintenance Requirements Manuals
PMS	Planned Maintenance System
PSE	Peculiar Support Equipment
PWS	Performance Work Statement
RMA	Reliability, Maintainability and Availability
RMS	Remote Minehunting System
SERDS	Support Equipment Recommendation Data Sheets
SITREP	Situation Reports
SM&R	Source, Maintenance and Recoverability
SNIUTT	Surface Navy Integrated Undersea Tactical Training
SPR	Software Problem Report
T&E	Test and Evaluation
TDP	Technical Data Package
TEMP	Test and Evaluation Master Plan
TMCR	Technical Manual Contract Requirements
TSWG	Training Systems Working Group
UID	Unique Identification
ULSS	User's Logistics Support Summary
V&V	Verification and Validation
WBS	Work Breakdown Structure

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	-----------------	-------

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. Military Standard and Specifications are available at <https://assist.daps.dla.mil/online/start>. Copies of DoD Directives and Instructions listed in this section can be obtained from the DoD Issuances Website (<http://www.dtic.mil/whs/directives/>).

2.1 Military Specifications:

(a) MIL-PRF-29612B, Performance Specifications, Training Data Products dated 30 Jun 2011

2.2 Military Standards:

(a) MIL-STD-961E, DOD Standard Practice, Defense Specifications dated 10 Mar 2010

(b) MIL-STD-31000, Technical Data Packages dated 05 Nov 2009

(c) MIL-STD-881C, Work Breakdown Structures for Defense Materiel Items 03 Oct 2011

2.3 Other Documents:

(a) GEIA-HB-0007 Logistics Product Data Handbook dated 01 Mar 2010

(b) MIL-HDBK-502, Acquisition Logistics dated 20 Jan 2005

(c) EIA-649-B National Consensus Standards for Configuration Management dated 01 Apr 2011

(d) Dod Manual 4160.21 -M, Defense Materiel Disposition Manual dated 18 Aug 1997

(e) DoD Manual 4160.28, Volume 1, Defense Demilitarization: Program Administration dated 07 Jun 2011

(f) NAVAIR Instruction 4081.1, Naval Aviation Systems Team Policy for Acquisition Logistics Support Plans for Aeronautical Systems and Equipment updated 16 Jun 2003

(g) SECNAV Instruction 4440.33 Sponsor-Owned Material, Government-Owned Material And Plant And Project Stock Management dated 11 Feb 2009

2.4 Training Specific Documents

(a) MIL-HDBK-29612-1A Guidance for Acquisition of Training Data Products and Services (Part 1 of 5) dated 31 Aug 2001 – validation 20 Jun 2011

(b) MIL-HDBK-29612-2A, Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5) dated 31 Aug 2001 – validation 20 Jun 2011

(c) MIL-HDBK-29612-3A, Development of Interactive Multimedia Instruction (Part 3 of 5) dated 31 Aug 2001 – validation 20 Jun 2011

(d) MIL-HDBK-29612-4A, Glossary for Training (Part 4 of 5) dated 31 Aug 2001 – validation 20 Jun 2011

(e) MIL-HDBK-29612-5, Advanced Distributed Learning (ADL) Products and Systems (Part 5 of 5) dated 31 Aug 2001 – validation 20 Jun 2011

(f) MIL-PRF-29612B, Performance Specification Training Data Products dated 31 Aug 2001 – validation 20 Jun 2011

(g) OPNAVINST 1500.76A, Naval Training System Requirements, Acquisition, and Management dated 28 Apr 2010

3.0 REQUIREMENTS

The Contractor shall participate in a kick-off meeting at NSWC PCD within 10 days after award of the task order. The Contractor shall provide a level of effort consisting of those non-personal technical, engineering, programmatic, test, and logistics services, using the guidance of PWS paragraphs 2.1, 2.2, 2.3, 2.4, and Government Furnished Information

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 10 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(GFI), necessary to perform within the task areas identified herein.

3.1 Program Management Support

3.1.1 Program Meetings (CDRL A001)

The Contractor shall attend AN/AQS-20A meetings to report on the status of ongoing tasking at various locations. Reference Sec. 3.8 of this document. The Contractor shall provide verbal input at the meeting and assist NSWC PCD personnel in the development of meeting summaries. Commensurate with this reporting, the Contractor will support NSWC PCD personnel in the development of AN/AQS-20A Weekly Status Reports as required.. The contractor shall provide support to program reviews at NSWC PCD, the Program Office, or Contractor Facilities. The Contractor may be required to draft meeting minutes or a trip report from the meetings.

3.1.2 Programmatic Support (CDRL A002, A003, A004)

The Contractor shall provide programmatic support to NSWC PCD in the preparation, tracking, and upkeep of selected programmatic documentation. This will include developing, editing, formatting, and copying programmatic documents for selected program distribution distribution and support for documents such as the 1) Weekly Accomplishments for the AN/AQS-20A, 2) an AN/AQS-20A Team Members Communication Listing, 3) Programmatic Task Reference Tables, 4) AN/AQS-20A Master Action Item List, 5) LRIP Schedule, 6) Tow Cable Asset Status, and 7) AN/AQS-20A Product Tracking Table.. The Contractor shall maintain the AN/AQS-20A electronic library. Program pictures, and viewgraphs, provided as Government Furnished Information (GFI), shall be incorporated into the library. Library material shall be accessible in multiple ways (e.g. search by type, date, subject, author, or keyword, etc.).

3.1.3 Financial Tracking Support (CDRL A002, A003)

The Contractor shall support the NSWC PCD AN/AQS-20A team in preparing financial management data to include project monthly Earned Value Management System (EVMS) reports.

3.1.4 Schedule Development Support (CDRL A003)

The Contractor shall support the NSWC PCD AN/AQS-20A team in establishing and maintaining a project Integrated Master Schedule.

3.1.5 Presentation Material Support (CDRL A005)

The Contractor shall support the NSWC PCD AN/AQS-20A team in preparing periodic briefing materials and presentations from information provided by the GFI for NSWC PCD Quarterly and Annual Task and Project Reviews. Briefing materials will be stored in the AN/AQS-20A electronic library.

3.1.6 Shipment Support

The Contractor shall coordinate shipping of AN/AQS-20A assets, prepare assets for shipping, and pick up/deliver shipments from/to NSWC PCD as needed.

3.2 In-Service Engineering Support (CDRL A006)

The contractor shall provide technical support to the NSWC PCD In-Service Engineering Agent (ISEA) activities to include the following:

3.2.1 Design Support. The Contractor shall support the ISEA to analyze operational and maintenance data to determine design defects; recommend corrections and improvements; develop engineering changes and/or alterations; review engineering changes for impact on performance, reliability, cost, safety, and logistics; monitor a Reliability, Maintainability and Availability (RMA) improvement program; develop and coordinate an obsolescence management program. The Contractor shall identify risks and participate in Risk Reviews. The Contractor shall assist with root cause and failure analyses, assisting NSWC PCD with system or sub-system failure reporting as required. The Contractor shall provide technical input to support Government development of white papers, trade off studies, engineering investigative reports, technical assessment and trend analyses as required.

3.2.2 Safety. The Contractor shall support the ISEA to develop and coordinate a comprehensive safety program incorporating the work of the developmental programs. The Contractor shall support the ISEA in the conduct of safety reviews of proposed Engineering Change Proposals (ECPs), analyze safety deficiency reports, analyze results of failure

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 11 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

analyses, and recommend corrective action when appropriate.

3.2.3 Technical Documentation. The Contractor shall support the ISEA to maintain Interactive Electronic Technical Manuals (IETM) and Planned Maintenance System (PMS)/Periodic Maintenance Requirements Manual documentation, and monitor systems specification and standards. The Contractor shall support the ISEA to maintain technical accuracy and custody of engineering drawings and Technical Data Packages (TDP) for assigned programs and maintain configuration status accounting control for all TDPs.

3.2.4 Data Analysis. The Contractor shall support the ISEA to provide analyses to determine operational and maintenance performance measures; identify design and maintenance problems; and provide input to existing and/or future data repositories for use in determination of future design and support requirements.

3.2.5 Fleet Engineering Support. The Contractor shall support the ISEA to provide engineering support to the Fleet, including on-site engineering investigations, consultant engineering; and support and coordination for delivery and installation of implemented ECPs. The Contractor shall provide distance engineering and fly-away support for towed body assets. Fly Away support is defined as when deemed necessary, the contractor is requested to be on site for preventative or corrective maintenance support. The Contractor shall support the ISEA to monitor and track all Program Change Requests/Software Problem Reports (PCRs/SPRs) from generation to disposition. The Contractor shall maintain the qualifications necessary to support Fleet Qualification Tests (FQTs) for production qualification, Fleet introduction of towed bodies, and Developmental Tests (DT) and Operational Tests (OT).

3.2.6 Training. The Contractor shall support the ISEA in monitoring of training, including, as assigned, conducting audits of training events, and providing recommendations for improvements in training courses, curriculum material, and training aids and devices. The Contractor shall support the ISEA with the development and refinement of tactical implementation for all assigned systems.

3.2.7 Configuration Management (CM). The Contractor shall support the ISEA to establish and maintain an effective CM program in accordance with PMS403 Remote Minehunting System (RMS) CM Planning documents. The Contractor shall support Configuration Control Board (CCB) reviews.

3.2.8 Test Equipment, Tools, Jigs, and Fixtures. The Contractor shall support the ISEA to review and recommend improvements as necessary to test procedures, general and special purpose test equipment, tools, jigs, and fixtures.

3.2.9 Maintenance Engineering. The Contractor shall support the ISEA to maintain and update maintenance concepts, tasks and criteria for all levels of maintenance of hardware and software during the equipment/system life cycle; maintain documentation (repair standards, drawings, specifications, test procedures, PMS, Allowance Parts Lists (APLs), etc.) for technical adequacy to accomplish maintenance tasks at all maintenance levels during the equipment and systems life cycle; review and maintain current technical criteria that prescribes the scope, depth, and frequency of maintenance and inspections to be performed

3.2.10 Integrated Logistics Support. The Contractor shall support the ISEA to participate as a member of the integrated logistics support management team and evaluate effectiveness of achieved logistics support and recommend improvements.

3.2.11 Supply Support. The Contractor shall support the ISEA to review all appropriate technical data against file APL to insure a complete and effective APL and recommend improvements; review military essentiality code, source maintenance and recoverability codes, and recommend improvements; ensure that provisioning reflects proper maintenance and support requirements of installed equipment configurations; monitor maintenance data to determine whether equipment is properly supported; provide technical support for supply system procurement actions.

3.2.12 Process and Quality Support

3.2.12.1 Process and Procedure Development. The Contractor shall support the Government with the development of process and procedure documentation, and shall support with the walk-through of such guidance documentation to ensure process implementation is thoroughly mapped out and the processes are efficient and effective. The Contractor shall technically support briefing processes and procedural changes to higher authority. The Contractor shall technically support the Government development of Process Workflows.

3.2.12.2 Quality Assurance. The Contractor shall support the ISEA to establish and maintain an effective Quality Assurance program and document that program in a Quality Management Plan.

3.2.12.3 Objective Quality Evidence (OQE). The Contractor shall support the ISEA in the collection, categorization, and retainment of program OQE in CMPro.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 12 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

3.3 Test and Evaluation (T&E) Support (CDRL A007, A008)

The Contractor shall provide T&E support to NSWC PCD during DT, OT, and FQTs. Support shall encompass technical support with test plan development, test documentation, Test Logs, Mission Summaries, test schedules, Situation Reports (SITREPs), and technical support with the development of test reports.

3.3.1 Fleet Qualification Test and Evaluation Support

The Contractor shall function as the Console Operator, Observer, or other crew positions that allow for completion of the tests. The Contractor shall debrief the individual missions and observed system performance to NSWC PCD support personnel. The contractor shall perform Operational Level (O-level) and Intermediate Level (I-Level) maintenance on the towed body and support equipment in support of tests from any platforms, sometimes simultaneously. On an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing and Intermediate Level Maintenance on the towed body. When necessary, if a part is not available in a timely manner, the Contractor will be required to support the Government in procuring spares during test operations. The Contractor shall evaluate existing operational and testing procedures and determine improvement potential. The Contractor shall configure and de-configure the test platform as required. Overtime may be necessary to provide rapid turnaround of the AN/AQS-20A system for the next test event. Advance approval by the Contracting Officer is required before any overtime can be worked.

The Contractor may require travel to various locations, as referenced in Sec. 3.8 of this document, other than NSWC PCD to perform Operational and Intermediate Level maintenance on the towed body and support equipment. For these cases, the Contractor will be required to travel to support the readiness of the towed body during test or on deployment. In the event that Contractor support is required at a location other than NSWC PCD, a 24-hour notice will be given.

3.3.2 Test Material Procurement

NSWC PCD will provide the primary materials to support testing; however, on an emergency basis, the Contractor shall supply parts and materials necessary to support test preparation, testing, and analyses. This cumulative amount shall not exceed \$15,000.00 per year. These supplies shall be used to 1) repair and support the system during testing (including such items as connectors, resistors, power supplies, filters, capacitors, etc.) and 2) package and ship faulty components to Depot utilizing Naval Support Activity (NSA) shipping unless not available. The Contractor shall maintain inventory of the test supply cabinets, system hardware, and T&E support hardware (i.e. labs, warehouses, and offices, etc.) in accordance with SECNAV INSTRUCTION 4440.33 and make inventories available for Government review upon request. Supplies required per the inventory will be procured through Government channels and not by the contractor without prior approval.

3.3.3 Post-Mission Analysis (PMA) (CDRL A009)

3.3.3.1 The Contractor shall conduct PMA Operator Qualification by conducting PMA and Contact Recognition Training, scoring student results, assisting students and performing remediation steps. The Contractor shall conduct PMA and contact archiving after each mission flown during the AN/AQS-20A test events. The Contractor shall travel to support any PMA test event or PMA Training event as needed. PMA will be conducted using the Government furnished PMA station and other tools as required. The contractor shall update and maintain the database of mine images that can be searched by keywords, and/or by mine type. The Contractor shall develop training aids for basic PMA functions for different AN/AQS-20A missions. The Contractor shall maintain the mine recognition database which shows the different mines used as targets. The contractor shall conduct AN/AQS-20A contact recognition and image analysis PMA and Mine Warfare Environmental Decision Aid Library (MEDAL) training. The Contractor shall provide PMA demonstrations of display data to those personnel requesting access.

The Contractor shall test and evaluate PMA software and provide feedback on the performance and issues. The Contractor shall provide support in the development of Surface Navy Integrated Undersea Tactical Training (SNIUTT) products as well as evaluate and provide feedback on the performance and issues of the SNIUTT products.

The Contractor shall maintain PMA workstations and PMA operator qualifications.

3.4 Training (CDRL A010, A011, A012)

The Contractor shall develop training materials and products to support O-Level and I-Level maintenance, PMA and CR in accordance with the documents in PWS paragraph 2.4. The Contractor shall develop training products that are compatible with existing training programs. Production and delivery of the training material will be based on the logistics milestone schedule and platform integration schedules; however training materials may be required before milestone schedule dates requiring the contractor produce additional materials before scheduled dates. The Contractor

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 13 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

shall support)-Level training aboard the LCS platform as necessary and I-Level at the Mission Package Support Facility (MPSF) as necessary.

3.4.1 AN/AQS-20A Training Conduct

The Contractor shall provide instructional services designed to train the initial cadre of AN/AQS-20A instructors. These instructors shall train initial and transitioning crew and maintenance personnel at sites designated by the Government. Cadre and O-level maintenance training will require an AN/AQS-20A configured mission module for the LCS with the AN/AQS-20A installed to supplement classroom instruction. Travel to various location as referenced in Sec. 3.8 of the PWS may be required. Additional I-Level training of MPSF representatives may be required.

3.4.1.1 Cadre Training Development Update

The Contractor shall update the existing AN/AQS-20A training courses prior to commencement of Initial Cadre Training. The Contractor shall update this training documentation in response to such actions as student and instructor comments, field technical reports, maintenance plan reviews, customer related comments, and all known design/procedural changes resulting from OT and ensure that documentation reflects the true configuration of the sensor system at that time. Upon completion of the Cadre Training Phase the Contractor shall update the training package to reflect changes and recommendations made during the Cadre training. The Contractor shall deliver the curriculum outline, trainee guide, lesson plans and Microsoft Power Point slides to assist the instructor.

3.4.1.2 AN/AQS-20A Cadre Maintenance Training Course Update

The AN/AQS-20A Cadre individual Maintenance Training courses shall be conducted as required for Minemen (MM). The training courses will be revised as required if the government determines that other Navy rates will be performing maintenance on the AN/AQS-20A. Maintenance courses shall include theory of operation, removal and replacement of O-level components as delineated by the latest AN/AQS-20A Maintenance Plan and technical manuals, and O-level maintenance testing and troubleshooting procedures of the weapons system/sensor system. Hands-on maintenance training shall be conducted using an AN/AQS-20A configured mission module for LCS with the AN/AQS-20A system installed. Each course shall be designed for qualified instructor personnel and be taught at a site as agreed to by the Government. Additionally, the Contractor shall determine the facilities and equipment needed (e.g., computers, weapon system, projectors, etc.) and ensure that the necessary facilities and equipment is available to the students.

3.4.1.3 AN/AQS-20A Cadre Operator Training Course Update

The AN/AQS-20A Cadre Operator Training course shall include general and specific system descriptions, principles of operation, tactics, standard operating procedures, and emergency procedures for the weapons/sensor system. AN/AQS-20A Cadre training shall prepare trained crewman to conduct duties in the LCS AN/AQS-20A system installed. The actual course duration and number of presentations shall be determined by the analysis conducted as agreed to by the Government. The AN/AQS-20A Cadre Training course shall be designed for LCS MM helicopter qualified instructor personnel and be taught at a site consistent with the post OT phase (at a site to be determined) as agreed to by the Government. Additionally, the Contractor shall determine the facilities/equipment needed (e.g., computers, weapon system, projectors, etc.) and ensure that the necessary facilities/equipment is available to the students.

3.4.1.4 Commonality Leverage

The contractor will leverage off existing training materials and update as necessary based on AN/AQS-20A system changes. The contractor shall propose the differences to the Government and the Government will make the decision whether or not separate training packages are warranted.

3.4.2 AN/AQS-20A Contact Recognition (CR)/PMA Training

The Contractor shall develop AN/AQS-20A Contact Recognition (CR)/PMA Training for all the AN/AQS-20A operational modes and provide CR/PMA training. The Contractor shall assist in the transition of the Contact Recognition and Image Analysis curriculum to Navy Training Commands.

3.4.3 Training Course Materials (CDRL A010)

Training Course materials shall be developed using a building block approach; Planning, Analysis, Design, Development, Implementation and Evaluation (PADDIE) to support operator, maintenance, contact recognition, and post mission analysis training for the courses identified in section 3.4 of this PWS and shall be delivered in paper and digital format. Maintenance training materials shall be authored using contractor format as approved by the Government. The

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 14 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

Contractor shall design, develop, and deliver instructional training materials approved by the Government. The Contractor shall develop Instructor Led Training (ILT) to include: Lesson Plans, Instructor Guides, Trainee Guides.

3.4.4 Training In-Process Reviews (CDRL A012)

In-Process Reviews (IPRs) shall be scheduled to assess progress of training product completion. IPR agendas shall be submitted. Contractor shall provide IPR minutes that shall serve as official Government guidance for training content and documentation style. Training materials will be provided to Government at least 30 Days prior to the scheduled IPR for review and comments.

3.5 Integrated Logistics Support (ILS) (CDRL A013 through A023)

The Contractor shall support the development of ILS support strategies, and new, or revised, ILS products to support AN/AQS-20A engineering changes. The Contractor will monitor AN/AQS-20A system design changes and conduct logistics impact studies to determine which support documents are impacted, or what new support documents require development to support the change(s). Revisions to, or development of logistics documentation will be accomplished using Government furnished technical data, and/or manufacturer technical data. Upon Government review and approval, the Contractor will take the necessary actions to incorporate the changes in the supporting ILS documentation. The Contractor shall continue to conduct an ILS program that will ensure supportability, maintainability and sustainment of the AN/AQS-20A towed bodies and peculiar support equipment, during OT and initial deployment on LCS and ashore sites throughout the life cycle of the system. The ILS program should be an update and continuation of the current AN/AQS-20A logistics program to reflect changes to the baseline support system through testing and Engineering Change Proposals (ECP). The contractor shall manage the development and delivery of all ILS products, to include, but not be limited to, the Unique Identification (UID) Plan, Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan, Interim Supply Support Plans (ISSP), User's Logistics Support Summary (ULSS), Life Cycle Sustainment Plans, Maintenance Plans, and Demilitarization Plans. The contractor shall manage the development of the Logistics Support Analysis Requirements (LSAR) database for each end item. The contractor shall manage the development of all technical manuals for the system and support equipment. The contract shall manage the development of the Common Source Database (CSDB) for each S1000D project. The contractor shall review and determine the logistics impact of proposed Change Notices (CN) and Engineering Change Proposals (ECP). The Contractor shall participate in the AN/AQS-20A Logistics Integrated Product Team (IPT), as required. The Contractor may be required to review classified information, such as the Operational Requirements Document (ORD) and Test and Evaluation Master Plan (TEMP).

3.5.1 Logistics Schedules

The contractor shall develop and maintain a complete logistics milestone schedule consisting of current and projected milestones for the AN/AQS-20A ILS program. The milestone schedule will be developed using the most current version of Microsoft Project and will reflect the RMS and LCS integration scheduled events. The government will review the milestone schedule, which upon approval will become the basis for deliverables. The contractor shall also develop and track milestones related to ILS products.

3.5.2 Logistics Database

The Contractor shall continue to update and maintain the Enhanced Automated Graphical Logistics Environment (EAGLE) database for the AN/AQS-20A Towed Bodies and peculiar support equipment, such as the AN/AQS-20A test set and maintenance stands. Other LCS mission module support equipment peculiar to AN/AQS-20A will be included in the EAGLE database once the government provides the technical data. Database updates will include the logistics requirements for both the towed bodies, AN/AQS-20A test set, and other peculiar support equipment per the ILS milestone schedule or as changes occur to the system baseline through ECPs.

3.5.3 Sustain ILS Documentation

The Contractor shall update and sustain the ILS documents; documentation will be maintained for the -9 towed body configuration and will be updated to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECPs) and the lifecycle of the document or until deemed not necessary by the government. Changes or updates shall be accomplished in accordance with the ILS milestone schedule. The Contractor shall update and sustain the ILS documents listed below:

- Life Cycle Sustainment Plan (LCSP)
- Maintenance Plans, AM-067 (AN/AQS-20A Test Set) and AM-068(Maintenance Stand Assembly), AM-071 (AN/AQS-20A-9)
- Interim Supply Support Plan (ISSP)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

- Support Equipment Recommendation Data Sheets (SERDS)
- Diminishing Manufacturing Sources and Material Shortages (DMSMS) Plan
- Demilitarization / Disposal Plan

The Contractor shall develop PCDs to capture redlines and assist the Government with interactive electronic technical manual (IETM) updates. The Contractor shall assist with the development of Maintenance Requirement Cards (MRCs). The Contractor shall participate in IETM Verification and Validation (V&V) activities.

3.5.4 Maintenance Planning

The contractor shall provide maintenance planning on the AN/AQS-20A Towed Bodies and peculiar support equipment to identify all preventive maintenance and corrective maintenance tasks based on repair and task analysis. The Contractor shall produce maintenance-planning data using the guidance of GEIA-HB-0007 and MIL-HDBK-502. For each repairable component of the AN/AQS-20A system, maintenance data will identify the maintenance level authorized to perform preventive and corrective maintenance and all necessary system or equipment servicing and calibration requirements. Source, Maintenance and Recoverability (SM&R) codes and technical factors required for spares and repair part item selection (provisioning) will be included as part of the maintenance data. The maintenance planning data shall be imported into EAGLE.

The Contractor shall schedule and perform preventive maintenance and shall record and archive all maintenance and repair actions as necessary.

The Contractor shall provide reach back and fly away team support to maintain asset readiness. The Contractor shall procure spares and consumables as required to support sustainment activities.

The Contractor shall perform preventative and corrective maintenance activities on assets not in preservation, including development and upkeep of maintenance schedules. MAFs and Objective Quality Evidence will be maintained in CMPRO. Also, information will be updated in MFOM, SKED, and Equipment Discrepancy Books as required. The Contractor shall generate and publish monthly maintenance reports.

The Contractor shall support the Government in identifying potential maintenance issues and recommend possible design improvements for maintainability enhancement. The Contractor shall support the Government in reporting quarterly RMA metrics.

3.5.5 Repair and Task Analysis

The Contractor shall conduct repair analysis as required on the AN/AQS-20A towed bodies deployed within the LCS mission module and AN/AQS-20A peculiar support equipment installed in the LCS mission module to the lowest repairable item, identifying the item being repaired, the level at which the item is being repaired and the associated cost. The contractor shall document the results of the repair and task analysis in the EAGLE database.

3.5.6 Supply Support

As changes to the system occur and ECPs are approved, the contractor shall continue to document parts requirements in the logistics databases and the provisioning technical documentation through the most current government approved version of Interactive Computer Aided Provisioning System, Personal Computer Version (ICAPS-PC). The contractor shall respond to Technical Referral requests from NSWC PCD, Navy Inventory Control Point (NAVICP), or the Defense Logistics Agency (DLA). The contractor shall document the data changes in the EAGLE database.

The Contractor shall monitor maintenance data to ensure assets are properly supported. The Contractor shall ensure inventory supports future sustainment needs.

3.5.7 ILS meetings (CDRL A001)

The Contractor shall attend and provide reports for quarterly Diminishing Manufacturing Resources (DMS) Working Group meetings, Performance Based Logistics (PBL) meetings, Training Systems Working Group (TSWG) meetings and other related ILS meetings, approximately one per week, as required. The Contractor shall document and deliver the minutes of the meetings, assigned action items, and attendees.

3.5.8 Documentation

The Contractor shall update and maintain the technical documentation as described below.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 16 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

3.5.8.1 Interactive Electronic Technical Manual Development

The Contractor shall continue to update and maintain the IETMs as changes occur during testing and as the result of ECPs. The Contractor shall update the IETMs in accordance with the current maintenance planning schedule.

3.5.8.2 Common Source Database (CSDB)

The Contractor shall update and maintain a CSDB for all AN/AQS-20A S1000D IETM projects.

3.5.8.3 Descriptive Data Modules

The Contractor shall maintain, and update descriptive Data Modules (DMs) for all AN/AQS-20A S1000D IETM deliverables.

3.5.8.4 Preventive Maintenance Requirements Manuals and Maintenance Plans

As a result of testing and system ECPs, the contractor shall update the O-level, I-Level, and Preventive Maintenance Requirements Manuals (PMRM) and Maintenance Requirement Cards (MRCs) as required. The contractor shall ensure that I-level preventive maintenance requirements are contained in the I-level Interactive Electronic Technical Manual (IETM).

3.5.8.5 Logistics Support Analysis Requirements (LSAR)

The Contractor shall maintain, and update LSAR databases for the AN/AQS-20A towed body, and peculiar support equipment. The Contractor shall maintain and update the towed body LSAR database as a result of approved ECP and engineering drawing changes.

The Contractor shall update and sustain the ILS documents; each document will be updated to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECPs) and the lifecycle of the document or until deemed not necessary by the government. Changes or updates shall be accomplished in accordance with the ILS milestone schedule.

3.5.8.6 Support Equipment Recommendation Data Sheets (SERDs)

The Contractor shall maintain and update AN/AQS-20A SERD documentation for pre/post OT and deliver per the ILS schedule.

3.5.8.7 Configuration Management Planning

The Contractor shall support Government in the development of CM Planning documentation. The Contractor shall also maintain the configuration item (asset) management in CMPRO.

3.5.8.8 Inventory Management

The Contractor shall maintain an inventory list of all assets including Support Equipment, Spares, and Mobile Support assets.

3.6 Status Reports (CDRL A024)

The Contractor shall deliver a monthly status report that identifies work accomplished, percent completion, funds expended, hours expended, problem areas, recommendations, and work planned for the next period. The status report shall also include a detail listing of all material purchases, including the specific cost of each item procured. In addition, the Contractor will provide monthly reports to the program to track expenditures by overall task, such that expenditures can be reported by funding receipt to meet program office Earned Value Management (EVM) reporting requirements. Monthly Status Reports must be delivered by no later than the 7th day of the month following the reporting period. Work breakdown structures shall be established using MIL-STD-881C for guidance. EVM Data to be reported in the Monthly Status Report should include the following:

1. Monthly Spend Plan by Work Breakdown Structure (WBS) Task Number
2. Funding Received to Date by WBS Task Number
3. Contractor monthly expenditures by WBS Task Number
4. Funding available by WBS Task Number
5. Accomplishments to date achieved under WBS Task number.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 17 of 34	FINAL
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6. Labor Changes

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. 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. Activity shall be documented in the monthly progress report.

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.

3.8 Travel

Tavel in support of these tasks is anticipated to include (not limited to) the following destinations:

Washington, DC	Jacksonville, FL
Portsmouth, RI	Norfolk, VA
Tucson, AZ	Crane, IN
West Palm Beach, FL	Pensacola, FL.
Corona, CA	Port Hueneme, CA.
Mechanicsburg, PA	San Diego, CA.

Actual travel will be at the direction of NSWC PCD and in support of the efforts specified herein. 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.

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 those one of those specified above without the expressed written consent of the PCO.

3.9 Space

This task shall be performed at the Government's facility located at:

Naval Surface Warfare Center - Panama City Division
110 Vernon Avenue
Panama City, Fl. 32407-7001

The Government will provide Office space for up to 6 personnel with 4 utilizing office space and 2 lab spaces under this order as approved by the NSWC PCD Business Operations Department. Specific locations will be provided at time of award of the order. The space provided will identified as to the company name and individual contractor employee name. The Government will supply access to all the necessary equipment to perform all the tasks listed in this PWS. These will include phone, fax machine, and NMCI computer. The Government will supply all consumable materials such as paper, printer cartridges, etc. Access to Government building is from 0600 until 1900 Monday through Friday,except

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 18 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

Federal holidays. Normal work hours are from 0730 to 1600, Monday through Friday, but may vary according to which office employee is working. The approval of the Procuring Contracting Officer (PCO) is required for performance of work outside normal working hours. Contract personnel shall always work under Government oversight. In the event that NSWPC operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWPC instructions for non-essential personnel.

3.10 Access to Government Equipment

a. For IETM validation and verification, the Government will provide access to, as needed:

- 1) A fully configured AN/AQS-20A towed body
- 2) Towed body maintenance stands
- 3) AN/AQS-20A Test Set
- 4) Peculiar support equipment
- 5) AN/AQS-20A Mission Module

b. For PMA Station Support. The Government will provide access to, as needed:

- 1) Dual processor (AMD, 2400)
- 2) Hard drive 60 gigabytes or greater
- 3) Memory, 1.5 gigabytes or greater
- 4) Nvidia GeForce 4 video card with 128 megabyte of video memory
- 5) DVD R/W
- 6) Network interface card
- 7) Windows 2000 operating system
- 8) Monitor with 1600 x 1200 resolution
- 9) Compiler is Aonix ObjectAda. NSWPC-PC uses version 7.2.2 Enterprise edition

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

NSWC PCD will provide relevant program management documentation as that information becomes available. The Contractor shall return all GFI to NSWPC PCD within 10 days upon completion of the task order or earlier if requested in writing by the Contracting Officer. The following additional GFI will be provided to the Contractor during the course of this effort:

- AN/AQS-20A ECP Technical Data Packages (TDP)
- LCS Mission Module Peculiar Support Equipment (PSE) Technical Data Package
- Vendor Technical Manuals for PSE
- Technical Manual Contract Requirements (TMCR) Number NSWPC PCD 2009-01 Nov
- Enhanced Automated Graphical Logistics Environment (EAGLE) database
- Authoring Instructional Materials (AIM) - Software and license unlimited user rights will be provided to the Contractor and used for maintenance schoolhouse training material development.
- NAVEDTRA130.xls

4.2 Government Furnished Equipment (GFE)

None

4.3 Government Furnished Material

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 19 of 34	FINAL
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None

5.0 SECURITY

The highest security classification for work under this delivery order is SECRET. Access to CONFIDENTIAL or SECRET documents and discussions will be required for the performance of this task. CONFIDENTIAL or SECRET documents will not be generated or delivered under this task order. Provisions of the attached DD Form 254 apply.

5.1 Information Security Requirements

a. Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Contractor personnel must have clearance eligibility, prior to being afforded 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.

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

c. 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 13526, 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.

d. For Official use Only (FOUO) is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DOD 5200.01 Vol. 4, DOD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012.

5.2 Operational Security (OPSEC)

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:

- . 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 20 of 34	FINAL
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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 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 21 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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 SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. It is noted, however, that adding Subcontractor's post award is discouraged. These requirements apply to all subcontracts and 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) Time and Materials (T&M) pricing arrangements are the least preferred and require an accounting system rating of adequate. T&M type task orders are discouraged and must be justified. 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.

8.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA):

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 22 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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.

SECTION D - DISTRIBUTION LIMITATION STATEMENTS

Technical Documents generated under this contract shall carry the following Distribution Limitation Statement D. Word-processing/CAD files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. For drawings, the statements shall be as near to the title block as possible without obscuring any detail of the drawing. Additionally, each diskette delivered shall be marked externally with the statements.

DISTRIBUTION LIMITATION STATEMENT D - DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, PROGRAM EXECUTIVE OFFICE SHIPS (PEO SHIPS), PMS 403, 614 SICARD STREET, SE, WASHINGTON, DC 20376.

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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 23 of 34	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 internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 24 of 34	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	5/13/2013 - 5/12/2014
4001	5/13/2013 - 5/12/2014
4002	5/13/2013 - 5/12/2014
6000	5/13/2013 - 5/12/2014

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 QASP, the order may continue for up to two additional years based on the Contractor's performance.

The period of performance for the Options are from date of exercised Option through 12 months thereafter.

The base period of performance is as follows:

4000-4002	13 May 2013 through 12 May 2014
6000	13 May 2013 through 12 May 2014

The estimated period of performance for the Option Terms are as follows:

OPTION TERM 1

4003-4005	Exercise of Option 1 through 12 months thereafter
9000	Exercise of Option 1 through 12 months thereafter

OPTION TERM 2

7000-7002	Exercise of Option 2 through 12 months thereafter
9001	Exercise of Option 2 through 12 months thereafter

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 25 of 34	FINAL
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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort 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.

PAYMENT INSTRUCTIONS

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108 (a) (2) - Payment Instructions, the Contracting Officer has determined that payment instructions apply to this Task Order. This Task Order contains contract line items (CLINs) that are funded by multiple accounting classifications.

(a) This contract will be funded by multiple accounting classification citations and allotted by SLIN(s) to the main allocation CLIN(s).

(b) Payments shall be made from the accounting classification citations from the specific SLIN(s) in which they are invoiced. Money shall not be moved from one SLIN to another SLIN to pay an invoice.

(c) The Contractor shall cooperatively identify the appropriate SLIN(s) 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.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below; exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order:

CLIN(s) 4000 -4002, 6000, 7000-7002, and 9000-9001 as follows: Pay from the ACRN listed on the Contractor's Invoice.

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

Joan Troutman, CDC1
NSWC PCD
110 Vernon Avenue
Panama City, Florida 32407
joan.troutmand@navy.mil (850) 235-5845

Contract Specialist:

Kristin Jacks
110 Vernon Avenue
Panama City, Florida 32407
kristin.jacks@navy.mil (850) 230-7342

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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

Contracting Officer Representative
Joe Corbin
(850) 234-4730
joe.corbin@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

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)

ISSUE DODAAC	N61331
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CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 27 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

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

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:

COR (Joe Corbin: joe.corbin@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 nswpcd_wawf@navy.mil.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 28 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
400001	1300349039	40230.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001718396		
2410(a) authority is hereby invoked.		
400101	1300349192	22270.00
LLA :		
AB 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001719264		
2410(a) authority is hereby invoked.		

BASE Funding 62500.00
Cumulative Funding 62500.00

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 29 of 34	FINAL
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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 32,931 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 211 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

(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 under run; (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)

BASIC CONTRACT CLAUSES

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

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;

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

- 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.

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.

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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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 multi-shift operations or by employing additional personnel.

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 there under.”

(b) The Contractor --

(1) Agrees not to --

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

- (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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 33 of 34	FINAL
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(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)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR12	PAGE 34 of 34	FINAL
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SECTION J LIST OF ATTACHMENTS

J.1 Contract Security Classification Specifications (DD254), dated 2013/04/25, 3 pages.

J.2 Quality Assurance Surveillance Plan (QASP), not dated, 14 pages.

J.3 Desired Qualifications for Key Personnel, not dated, 1 page.

J.4 COR Appointment Letter, dated 22 April 2013, 3 pages.

Exhibits:

Exhibit A: Contract Data Requirements List (CDRLs) - DD Form 1423-2, dated 17 August 2012, 12 pages.