

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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|---|--|---|---|--|--|------------------------------------|---|------------------------|---|---|--|
| 1. CONTRACT NO. N00178-04-D-4147 | | 2. DELIVERY ORDER NO. HR15 | | 3. EFFECTIVE DATE 2015 Aug 10 | | 4. PURCH REQUEST NO. 1300491041 | | 5. PRIORITY DO-C9 | | | |
| 6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 [REDACTED] | | | CODE N61331 | | 7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151 | | | CODE S2404A | | 8. DELIVERY FOB DESTINATION OTHER (See Schedule if other) | |
| 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 | | |
| 12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW | | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G | | | | | | | | |
| 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 | | \$471,510.36 | |
| | | | | BY: /s/Joan R Troutman | | | | 26. DIFFERENCES | | | |
| | | | | | | | | | | 04/23/2015 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 | | |
| | | | | | FINAL | | | | | | |
| f. TELEPHONE | | g. E-MAIL ADDRESS | | | 31. PAYMENT COMPLETE | | 34. CHECK NUMBER | | | | |
| | | | | | PARTIAL | | 35. BILL OF LADING NO. | | | | |
| | | | | | FULL | | | | | | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | a. DATE | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | | |
| | | | | | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED | | 40. TOTAL CON-TAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | |
| | | | | | | | | | | | |

GENERAL INFORMATION

EFFECTIVE DATE (BASE PERIOD): 10 AUGUST 2015

Authority: DFARS 252.232-7007 "Limitation of Government's Obligation"

Award is made for the base period in the Firm-Fixed-Price (FFP) amount of [REDACTED] CLIN 8000 (LABOR), [REDACTED] for CLIN 8300 (SURGE) and [REDACTED] for CLIN 9000 (ODC) for a total of [REDACTED].

- Section B – Establish New SLINs: 800001, 830001 and 900001.
- SLIN 800001 has been incorporated into the Task Order and funded for [REDACTED].
- SLIN 830001 has been incorporated into the Task Order and funded for [REDACTED].
- SLIN 900001 has been incorporated into the Task Order and funded for [REDACTED].
- In Section F of the Task Order, under Deliveries or Performance, the performance period for the following items are added:

| CLIN | PERIOD OF PERFORMANCE |
|------|-----------------------|
| 8000 | 8/10/2015 – 8/09/2016 |
| 8300 | 8/10/2015 – 8/09/2016 |
| 9000 | 8/10/2015 – 8/09/2016 |

6. The funding profile for CLIN 8000 is as follows:

| | |
|--------------|------------|
| FUNDED LABOR | [REDACTED] |
| TOTAL FUNDED | [REDACTED] |

7. The funding profile for CLIN 8300 is as follows:

| | |
|--------------|------------|
| FUNDED SURGE | [REDACTED] |
| TOTAL FUNDED | [REDACTED] |

8. The funding profile for CLIN 9000 is as follows:

| | |
|--------------|------------|
| FUNDED ODC | [REDACTED] |
| TOTAL FUNDED | [REDACTED] |

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

| | |
|--------------|------------|
| FUNDED LABOR | [REDACTED] |
| FUNDED SURGE | [REDACTED] |
| FUNDED ODC | [REDACTED] |
| TOTAL FUNDED | [REDACTED] |

10. The total amount of funds obligated to the task order is [REDACTED].

11. The total value of the order is [REDACTED].

This Task Order is incrementally funded and DFARS Clause 252.232-7007 is applicable and in effect. Contract line item(s) 8000, 8300 and 9000 is/are incrementally funded. For this/these item(s), the sum of [REDACTED].

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of the total price is presently available for payment and allotted to this contract. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

| | |
|--------------------------|------------|
| On execution of contract | ██████████ |
| Feb 29, 2016 | ██████████ |

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|---|------|------|------------|-------------|
| 8000 | R425 | LABOR - See Section B, Note D The Contractor shall provide Airborne Mine Countermeasures (AMCM) Systems & AN/AQS-24 Test, Maintenance, Inventory Control, Accountability & related actions support IAW Section C, Performance Work Statement (PWS); the Contract Data Requirements List (DD Form 1422) in Section J, Exhibit A; and all other Section J attachments. (BASE YEAR) (O&MN,N) | 12.0 | MO | | |
| 800001 | R425 | Incremental funding in the amount of \$185,771.50 (O&MN,N) | | | | |
| 8100 | R425 | LABOR - See Section B, Notes B & D The Contractor shall provide Airborne Mine Countermeasures (AMCM) Systems & AN/AQS-24 Test, Maintenance, Inventory Control, Accountability & related actions support IAW Section C, Performance Work Statement (PWS); the Contract Data Requirements List (DD Form 1422) in Section J, Exhibit A; & all other Section J attachments. (OPTION 1) (O&MN,N) Option | 12.0 | MO | | |
| 8200 | R425 | LABOR - See Section B, Notes B & D The Contractor shall provide Airborne Mine Countermeasures (AMCM) Systems & AN/AQS-24 Test, Maintenance, Inventory Control, Accountability & related actions support IAW Section C, Performance Work Statement (PWS); the Contract Data Requirements List (DD Form 1422) in Section J, Exhibit A; & all other Section J attachments. (OPTION 2) (O&MN,N) Option | 12.0 | MO | | |
| 8300 | R425 | Labor - Overtime hours in support of CLIN 8000. NOT TO EXCEED 500 hours.(BASE YEAR) Logistics Technician III hourly rate (300 hours) Senior Systems Analyst hourly rate (200 hours) (O&MN,N) | 1.0 | LO | | |
| 830001 | R425 | Incremental funding in the amount of \$25,399.00 (O&MN,N) | | | | |
| 8400 | R425 | Labor - Overtime hours in support of CLIN 8100. NOT TO EXCEED 500 hours. (OPTION 1) Logistics Technician III hourly rate (300 hours) Senior Systems Analyst hourly rate (200 hours) (O&MN,N) Option | 1.0 | LO | | |
| 8500 | R425 | Labor - Overtime hours in support of CLIN 8200. NOT TO EXCEED 500 hours. (OPTION 2) Logistics Technician III hourly rate (300 hours) Senior Systems Analyst | 1.0 | LO | | |

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| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|-----|----------------------------------|-----|------|------------|-------------|
| | | hourly rate (200 hours) (O&MN,N) | | | | |
| | | Option | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 9000 | R425 | ODC - See Section B, Notes C & D. Other Direct Costs (ODCs) for materials and travel in support of CLIN 8000. (BASE YEAR) ODC'S ARE NON-FEE BEARING. (O&MN,N) | 1.0 | LO | |
| 900001 | R425 | Incremental funding in the amount of \$24,584.50 (O&MN,N) | | | |
| 9100 | R425 | ODC - See Section B, Notes B, C & D. Other Direct Costs (ODCs) for materials and travel in support of CLIN 8100. (OPTION I) ODC'S ARE NON-FEE BEARING. (O&MN,N) | 1.0 | LO | |
| | | Option | | | |
| 9200 | R425 | ODC - See Section B, Notes B, C & D. Other Direct Costs (ODCs) for materials and travel in support of CLIN 8200. (OPTION II) ODC'S ARE NON-FEE BEARING. (O&MN,N) | 1.0 | LO | |
| | | Option | | | |

NOTES:

NOTE B: OPTION (CLIN 8100, 8200, 8400, 8500 and 9100, 9200)

CLIN which may be unilaterally exercised. Option item to which the OPTION clause in SECTION I apply and which is to be supplied only if and to the extent said OPTION is exercised.

NOTE C: OTHER DIRECT COSTS

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs (9000 series) and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

NOTE D: CONTRACTS CROSSING FISCAL YEARS

In accordance with DFARS 232.703-3, this Task Order includes severable services that begin in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating Note D, 10 U.S.C. 2410(a) authority applies which authorizes use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve (12) months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

CLAUSES INCORPORATED IN FULL TEXT:

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against

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money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available, (ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)

This contract includes the following mixture of cost reimbursement and fixed price line items:

| CONTRACT LINE ITEM (CLIN) | TYPE |
|---------------------------|------|
| 8000 Labor Base Year | FFP |
| 8100 Labor Option 1 | FFP |
| 8200 Labor Option 2 | FFP |
| 8300 Labor OT Base Year | FFP |
| 8400 Labor OT Option 1 | FFP |
| 8500 Labor OT Option 2 | FFP |
| 9000 ODC Base Year | COST |
| 9100 ODC Option 1 | COST |
| 9200 ODC Option 2 | COST |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR AIRBORNE MINE COUNTERMEASURES (AMCM) SYSTEMS AND AN/AQS-24 TEST, MAINTENANCE, INVENTORY CONTROL, ACCOUNTABILITY, AND RELATED ACTIONS

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) requires contractor support for the management, test, maintenance, and flight of the AN/AQS-24, Airborne Mine Neutralizer System and other AMCM assets located at NSWC PCD and various locations in the fleet supported by NSWC PC. The contractor will provide inventory management support for a (22.5K ft²) storage area and support for Airborne Mine Countermeasures (AMCM) systems, equipment, and parts as described in the following paragraphs.

1.1 Acronyms

| | |
|----------|--|
| AMCM | Airborne Mine Countermeasures |
| CHSCWL | Commander, Helicopter Sea Combat Wing, US Atlantic Fleet |
| CHSCWP | Commander, Helicopter Sea Combat Wing, US Pacific Fleet |
| DAAS | Defense Automatic Addressing System |
| DLA | Defense Logistics Agency |
| GFI | Government Furnished Information |
| ILSMT | Integrated Logistics Support Management Team |
| ISEA | In-Service Engineering Agent |
| NAVICP | Navy Inventory Control Point |
| NSWC PCD | Naval Surface Warfare Center Panama City Division |
| OAMCM | Organic Airborne Mine Countermeasures |
| PPD | Program Planning Document |
| PUK | Pack up Kit |
| QPR | Quarterly Performance Review |
| RDC | Rapid Deployment Concept |

2.0 APPLICABLE DOCUMENTS

MIL-STD-130 IDENTIFICATION MARKING OF U.S. MILITARY PROPERTY
MIL-STD-129 MILITARY MARKING FOR SHIPMENT AND STORAGE
Performance Support System (75 AMCM Tech Manuals in electronic form (DVDs))

3.0 REQUIREMENTS

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3.1 Inventory Management Support for AMCM Equipment

The contractor shall support the management/test/maintenance/flight of AMCM assets located at NSWC PCD and various locations in the fleet supported by NSWC PCD. This will include traveling in support of AMCM Fleet exercises as well as reviewing and updating AMCM technical manuals (CDRL A001).

3.2 Maintaining Interim Spare Parts

3.2.1 The contractor shall ensure that the packing and preservation of all components and parts received at the warehouse are in accordance with current military specifications. The contractor must be able to inspect and repack to military specifications.

3.2.2 The contractor shall be responsible for total inventory control and accountability for all AMCM parts maintained in the warehouse. Must conduct spot checks monthly and conduct a semi-annual inventory on the entire warehouse of components and parts to ensure accountability. (CDRL A002)

3.2.3 The contractor shall support shipping, storage and handling. The contractor must be able to operate a forklift for shipping and receiving bulk parts and components, as well as loading and unloading trucks.

3.2.4 The contractor shall support the DAAS process for receiving requisitions for shipping components and parts to fleet users within hours after receiving the request from NAVICP Mechanicsburg or other DLA activities.

3.2.5 The contractor shall perform minor disassembly and re-assembly of parts and components of the AMCM systems. The contractor must also have knowledge and capability to completely disassemble AMCM equipment including the AN/AQS-24A, MK-104 Mod3, MK-103 Mod2, and MK-105 Mod4, and the MK-17 Mod1 Cutters in support of the technicians.

3.2.6 The contractor shall procure materials (i.e. boxes, packing tape, bubble wrap, wood screws, and paint) necessary to perform required receiving, shipping, storage and handling functions.

3.3 Pack and Preserve

The contractor shall pack and preserve all AMCM components to specifications provided as Government furnished information (GFI) as required.

3.4 Minor Repair

The contractor shall provide technical support to the Government for the break down, repair, and reassembly of the hardware of all AMCM systems as required. The contractor shall test and repair AMCM hardware and software as required (CDRL A003).

3.5 Travel

The annual travel estimate for the effort will require 8 trips for one person to Norfolk VA for one week each trip. The number of trips to the destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than the one specified above without the expressed written consent of the Contracting Officer.

3.6 Monthly Status Report

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended (CDRL A005).

3.7 Material Purchases

Only items directly used for this order, for work within the scope, shall be purchased under the material line item. Material purchase above \$3,000 shall be approved by the PCO prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the

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reasonableness of pricing. The request and supporting documentation shall be submitted, in writing (e-mail is preferred), to the COR for concurrence prior to being submitted to the PCO for approval. The COR shall review and provide approval for material purchases at and below \$3,000. Information Technology (IT) equipment, or services must be approved by the proper NSWC PCD 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 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 2 personnel 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 be 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 1800 Monday through Friday, except Federal holidays. 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 NSWCPCD operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered non-essential personnel and shall follow NSWC PCD instructions for non-essential personnel.

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

4.1 Government Furnished Information (GFI)

GFI in the form of equipment schematics, drawings, assembly/disassembly instructions, documentation, and logistics documentation will be provided to the contractor as required throughout the contract period of performance. Disposition of GFI will be made at contract completion.

4.2 Access to Government Facilities

Access to Government buildings is from 0600 to 1800 Monday through Friday, except Federal holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order. Contractor personnel are not allowed to access any Government buildings outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

6.0 PERIOD OF PERFORMANCE

The Period of Performance for this task order will be from effective date of award (base year) to twelve months thereafter. There are two option periods of twelve months each for a total contract period of performance of three (3) years. See Section F.

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7.0 SECURITY

This task is UNCLASSIFIED. Performance under this contract will not require the contractor to access nor generate classified material.

7.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central Adjudication Facility.

7.2 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.

7.3 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.

7.4 For Official use Only (FOUO)

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

7.5 Security of Unclassified DoD Information on Non-DoD Information Systems

(DoD 8582.01)

7.5.1 DoD Policy

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

7.5.2 Applicability

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

7.5.3 Information Safeguards

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the

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information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

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k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.

l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.

m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

7.6 Operations Security

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.

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

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

8.0 DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PEO-LCS (PMS495).

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN

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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.

9.0 RELEASE OF INFORMATION

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

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

| Overall Performance Rating | Standard |
|-----------------------------------|--|
| Exceptional | Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. |
| Very Good | Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. |
| Satisfactory | Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. |
| Marginal | Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. |
| Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's |

| | |
|--|--|
| | corrective actions appear or were ineffective. |
|--|--|

The Contractor may obtain more information regarding the CPARS process at the following internet site:
<https://www.cpars.gov>

10.1 Performance Objectives, Standards and Acceptable Quality Level (AQL)

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and AQLs that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-4, Inspection of Services – Fixed Price, shall be utilized to remedy all deficiencies.

| Work Area | Performance Objective | Performance Standard | Acceptable Quality Level (AQL) |
|---------------------|--|--|--|
| PWS Paragraph 3.1 | Support the management, test, maintenance, flight of AMCM assets located at NSWC PCD and various locations in the fleet supported by NSWC PCD. Travel in support of AMCM Fleet exercises as well as reviewing and updating AMCM technical manuals. | Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. |
| PWS Paragraph 3.2.2 | Provide total inventory control and accountability for all AMCM parts maintained in the warehouse. Conduct spot checks monthly and conduct a semi-annual inventory on the entire warehouse of components and parts to ensure accountability. | Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. |
| PWS Paragraph 3.2.3 | Support shipping, storage and handling. | Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 90% of reviews (technical documents maintaining AMCM equipment, require no more than two (2) review/comment/approval cycles, to meet acceptance. |
| PWS Paragraph 3.2.5 | Perform minor disassembly and re-assembly of parts and components of the AMCM systems. Provide support to completely disassemble AMCM equipment including the AN/AQS-24A, MK-104 Mod3, MK-103 Mod2, and MK-105 Mod4, and the MK-17 Mod1 Cutters in support of the technicians. | Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. |
| PWS Paragraph 3.4 | Provide technical support to break down, repair, and reassembly of the hardware of all AMCM systems as required. Test and repair AMCM hardware and software as required | Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules. | 100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance. |

11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING (ECMR)

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The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD 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>.

12.0 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.

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- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

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

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

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

13.0 SUBCONTRACTOR/CONSULTANTS

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

- (1) A copy of the proposed sub-contractors cost or price proposal.
 - (2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract.
 - (3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these addition firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.
- (b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.
- (c) T&M pricing agreements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed Seaport-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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14.0 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)

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

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

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

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

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

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

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

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

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

15.0 NAVY ENTERPRISE RESOURCE PLANNING (NERP) ACCESS

(a) Upon request from the Government Technical Point of Contact (TPOC), Contractor personnel limited access to the NERP System will be required. Prior to accessing any NERP System, Contractor personnel shall contact the applicable Navy Marine Corps Intranet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website. Once an NMCI account has been established, the Contractor shall submit a request for NERP access and the role required via the TPOC to the Competency Role Mapping Point of Contact. The TPOC will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping Point of Contact (POC), identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for NERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) The Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required to maintain access to required systems.

(c) For DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html> . DIRECTIONS: On the right side under "IA Training:" select "Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

(d) All Contractor personnel requiring access to NERP will require a Common Access Card (CAC).

16.0 OVERTIME

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Oversight of Contractor overtime shall be performed by the Government Technical Point of Contact (TPOC).

Overtime shall be in accordance with FAR 52.222-2 Payment For Overtime Premiums. All overtime requests shall be submitted for approval to the Procuring Contracting Officer (PCO) and TPOC.

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SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED IN FULL TEXT:

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- 1) Name and Business address of the Contractor
- 2) Contract number
- 3) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) Sponsor

Name of Individual Sponsor
Name of Requiring Activity
City and State

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

DISTRIBUTION LIMITATION STATEMENT

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO COMMANDING OFFICER, NSWC PCD, ATTN: AIRBORNE ISEA BRANCH, 110 VERNON AVE, PANAMA CITY, FLORIDA 32407-7001.

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

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SECTION E INSPECTION AND ACCEPTANCE

*Note that Inspection and Acceptance of services and deliverables will be performed by the Contracting Officer's Representative (COR) or a designated representative of the Government unless otherwise specified and will be in accordance with the Government Quality Assurance Surveillance Plan (QASP) and Performance Objectives, Standards and Acceptable Quality Level (AQL) in Performance Work Statement (PWS) para.10.0 and 10.1 as applicable. 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: <https://www.cpars.gov/>

All deliverables shall be FOB Destination.

CLAUSES INCORPORATED BY REFERENCE

52.246-2 INSPECTION OF SUPPLIES -- FIXED PRICE (AUG 1996)

52.246-4 INSPECTION OF SERVICES -- FIXED PRICE (AUG 1996)

CLAUSES INCORPORATED IN FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|----------------------|
| 8000 | 8/10/2015 - 8/9/2016 |
| 8300 | 8/10/2015 - 8/9/2016 |
| 9000 | 8/10/2015 - 8/9/2016 |

CLAUSES INCORPORATED BY REFERENCE

FAR 52.242-15 STOP-WORK ORDER AUG 1989 (ALTERNATE I APR 1984)

The contractor shall perform the work described in SECTION C, as follows:

BASE PERIOD:

CLIN 8000: From Effective date through 12 months thereafter
 CLIN 8300: From Effective date through 12 months thereafter
 CLIN 9000: From Effective date through 12 months thereafter

OPTION YEAR 1:

CLIN 8100: From Exercise of Option 1 through 12 months thereafter
 CLIN 8400: From Exercise of Option 1 through 12 months thereafter
 CLIN 9100: From Exercise of Option 1 through 12 months thereafter

OPTION YEAR 2:

CLIN 8200: From Exercise of Option 2 through 12 months thereafter
 CLIN 8500: From Exercise of Option 2 through 12 months thereafter
 CLIN 9200: From Exercise of Option 2 through 12 months thereafter

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423 Exhibit A.

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor's facility, Naval Surface Warfare Center Panama City Division (NSWCPCD) 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 effective date of award and shall continue for a period of one year. The order may continue for up to two (2) additional years if the options are exercised.

The period of performance for the options are from the date the option is exercised through twelve (12) months thereafter.

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SECTION G CONTRACT ADMINISTRATION DATA

TYPE OF ORDER

This task order is predominately Firm-Fixed-Price (FFP), with cost CLINS (for Other Direct Costs (ODCs)).

CLAUSES INCORPORATED BY REFERENCE:

- 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT**

CLAUSES INCORPORATED IN FULL TEXT:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

INVOICE & Receiving Report Combo (FFP)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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SOURCE/SOURCE

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWFData to be entered in WAWF

| | |
|------------------|--------------------------------|
| Pay Official | HQ0338 |
| Issue By | N61331 |
| Admin | S2404A |
| Inspect By | N61331 |
| Ship To Code | N61331 (Invoice purposes only) |
| Ship From Code | Leave Blank |
| Mark For Code | Leave Blank |
| Service Approver | N61331 |
| Service Acceptor | N61331 |
| Accept at Other | Leave Blank |
| LPO | Leave Blank |
| DCAA Auditor | Leave Blank |
| Other | Leave Blank |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Byron.Matthews@navy.mil

Crystal.Selvaggio@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NSWCPCD WAWF POC

Brian Young, (850) 234-4684, Brian.w.Young@navy.mil

Tim Reed, (850) 230-7274, Tim.e.Reed1@navy.mil

Janet Stone, (850) 636-6085, Janet.Stone@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

MSC SPECIFIC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (AUG 2012)

The information contained in this instruction is supplemental to DFARS 252.232-7006.

The information contained in the table in DFARS 252.232-7006 is for WAWF purposes only. Information included in DFARS 252.232-7006 and this WAWF instruction apply only to WAWF Invoicing and WAWF Receiving Reports. Contradictory information elsewhere in this contract, e.g. Ship to DoDAAC, shall be followed per the terms and conditions of the contract.

When entering the invoice into WAWF, the Contractor shall fill in the DoDAAC fields or DoDAAC extensions exactly as shown in the table in DFARS 252.232-7006. Fields that should not be filled in when entering the invoice into WAWF will be indicated with the direction, "Leave Blank."

In some situations the WAWF system will pre-populate the "Pay DoDAAC," "Admin By DoDAAC" and "Issue By DoDAAC." The Contractor shall verify that those DoDAACs automatically entered by the WAWF system

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match the information in the table in DFARS 252.232-7006. If these DoDAACs do not match, then the Contractor shall correct the field(s).

If Receiving Reports are required, ensure that the "Inspection" and "Acceptance" defaults of "destination" for both fields are not changed in the WAWF online interface.

The CLINs on the WAWF invoice shall be entered exactly as set forth in the contract document including CLIN number (e.g. 0001), Quantity (may be adjusted for actual quantity or dollar value delivered and invoiced), and Unit Price (e.g. \$1.00). The dollar amounts on each CLIN or SubCLIN on the WAWF invoice shall reflect final performance values, but in no instance can the dollar amount for each CLIN or SubCLIN exceed what is specified in the contract document. The Contractor shall bill to the lowest level, e.g., the SubCLIN level. The Quantity and Unit of Measure fields must be filled out exactly as indicated in the CLINs and SubCLINs to reduce the possibility of the invoice being delayed or rejected during processing.

Before closing out of an invoice session in WAWF, but after submitting the document or documents, the Contractor will be given the option to send additional email notifications by clicking on the "Send More Email Notifications" link that appears on the page. The Contractor shall click on this link and add the Technical Point of Contact's (TPOC) or Contracting Officer's Representative's (COR) email address 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 the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF system.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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CONTRACTOR POINTS OF CONTACT - The Contractor points of contact for this Task Order are as follows:

Francis Bartlett, President, TSI, Inc.
 email: bartlett@tecsysint.com
 Phone: (757) 424-5793

Deborah Bosley, Contracts Manager.
 email: bosleyd@tecsysint.com
 Phone: (757) 424-5793 ext 2321

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer (PCO):

Ms. Joan Troutman, 022
 Naval Surface Warfare Center Panama City Division (NSWC PCD)
 110 Vernon Avenue
 Panama City, Florida 32407
Joan.Troutman@navy.mil (850) 235-5845

Contract Administrator

Ms. Crystal Selvaggio, 022
 Naval Surface Warfare Center Panama City Division (NSWC PCD)
 110 Vernon Avenue
 Panama City, Florida 32407
Crystal.Selvaggio@navy.mil (850) 235-5152

Ombudsman

Mr. Gerald Sorrell, CDSB
 Naval Surface Warfare Center Panama City Division (NSWC PCD)
 110 Vernon Avenue
 Panama City, Florida 32407
Gerald.Sorrell@navy.mil (850) 235-5328

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Defense Contract Management Agency (DCMA)

DCMA - Manassas S2404A
14501 George Carter Way
Chantilly, VA 20151

Defense Finance and Accounting Services (DFAS)

DFAS Columbus Center, South Entitlement Operations HQ0338
PO Box 182264
Columbus, OH 43218-2264

The government reserves the right to unilaterally change the points of contact at any time.

**HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS
(ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(2) Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

XXX (3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN. PAY FROM THE ACRN LISTED ON THE CONTRACTOR'S INVOICE.

(4) Line item specific: by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) Contract-wide: sequential ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) Contract-wide: contracting officer specified ACRN order. The payment office will make payment in

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sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) Contract-wide: by fiscal year. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) Contract-wide: by cancellation date. The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) Contract-wide: proration. The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and office.

(ii) Are agreed to by the payment office and the contract administration.



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.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

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the Contractor's established accounting policy.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|------------|
| 800001 | 130049104100001 | [REDACTED] |
| LLA : | | |
| AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002819176 | | |
| 830001 | 130049104100002 | [REDACTED] |
| LLA : | | |
| AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002819176 | | |
| 900001 | 130049104100003 | [REDACTED] |
| LLA : | | |
| AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002819176 | | |

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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; and (3) 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.

(End of Text)

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

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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.

REQUIRED CERTIFICATIONS & LICENSES:

The contractor shall ensure the required certifications & licenses are obtained and maintained throughout the life of this Task Order.

Required Certifications:

1. Fork Lift Operator Certified Occupational Safety and Health Administration (OSHA)

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SECTION I CONTRACT CLAUSES

AS APPLICABLE, ALL CLAUSES CONTAINED IN THE BASIC MULTIPLE AWARD CONTRACT APPLIES TO ANY TASK ORDER RESULTING FROM THIS SOLICITATION. ADDITIONALLY, THE BELOW CLAUSES ARE ALSO INCLUDED AT THE TASK ORDER LEVEL.

NOTE: REGARDING 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), TEAMING ARRANGEMENTS WITH ANY FIRM NOT INCLUDED IN THE CONTRACTOR'S BASIC IDIQ CONTRACT MUST BE SUBMITTED TO THE BASIC MAC CONTRACTING OFFICER FOR APPROVAL. ADDITIONS AFTER TASK ORDER AWARD MUST BE APPROVED BY THE TASK ORDER CONTRACTING OFFICER.

CLAUSES INCORPORATED BY REFERENCE

FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
FAR 52.219-14 -- LIMITATIONS ON SUBCONTRACTING (NOV 2011)
FAR 52.227-1 -- AUTHORIZATION AND CONSENT (DEC 2007)
FAR 52.227-2 - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
FAR 52.232-18 -- AVAILABILITY OF FUNDS (APR 1984)
FAR 52.244-2 -- SUBCONTRACTS ALT I (JUNE 2007)

CLAUSES INCORPORATED IN FULL TEXT

FAR 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses & provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VFDFARA.HTM>

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - Desired Qualifications of Key Personnel

Exhibit A - Contract Data Requirements (CDRLs)