

2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 07-Nov-2013	4. REQUISITION/PURCHASE REQ. NO. 1300388093	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N61331	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NSWC, PANAMA CITY
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DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4028-HR04 10B. DATED (SEE ITEM 13) 05-Jul-2012
CAGE CODE 3D060	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Pamela R. Tancredi, Contracts Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wanda A Cutchin, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Pamela R. Tancredi (Signature of person authorized to sign)	15C. DATE SIGNED 08-Nov-2013
16B. UNITED STATES OF AMERICA BY /s/Wanda A Cutchin (Signature of Contracting Officer)	16C. DATE SIGNED 08-Nov-2013

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GENERAL INFORMATION

The purpose of this modification is for the following:

1. To incorporate incremental funding in the amount of \$149,725.25 and incorporate SLINs 400119, 400120, 600108 and 600109.
2. To complete a decremental funding in the amount of \$37,921.75 under SLIN 400012.

Accordingly, said Task Order is modified as follows:

CLIN 4000	FROM	BY	TO
FUNDED COST	████████	████████	████████
FUNDED FEE	████████	████████	████████
	\$ 745,541	\$ (37,922)	\$ 707,619

CLIN 4001	FROM	BY	TO
FUNDED COST	████████	████████	████████
FUNDED FEE	████████	████████	████████
	\$ 987,275	\$ 159,914	\$ 1,147,189

CLIN 6001	FROM	BY	TO
FUNDED COST	\$ 157,170	\$ 27,733	\$ 184,903

The total Task Order funding profile is changed as follows:

TOTAL FUNDED	FROM	BY	TO
FUNDED LABOR	████████	████████	████████
FUNDED FEE	████████	████████	████████
FUNDED ODC	579,835	27,733	607,568
TOTAL	\$ 2,312,651	\$ 149,725	\$ 2,462,376

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$2,462,376** which includes a fixed fee of ██████████ is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$2,462,376** shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The total amount of funds obligated to the task is hereby increased from \$2,312,651.00 by \$149,725.25 to \$2,462,376.25.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400012	O&MN,N	45,000.00	(37,921.75)	7,078.25
400119	OPN	0.00	87,414.00	87,414.00
400120	O&MN,N	0.00	72,500.00	72,500.00
600108	OPN	0.00	15,233.00	15,233.00
600109	O&MN,N	0.00	12,500.00	12,500.00

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The total value of the order is hereby increased from \$4,920,916.25 by \$0.00 to \$4,920,916.25.

The performance period for Award Term 1 is from 7/5/13 thru 7/4/14.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	R425	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2). Engineering and Logistics Support for Special Warfare Programs in accordance with the Performance Work Statement (PWS) Section C, the attached DD Form 254 and Contract Data Requirements List (CDRL), DD Form 1423-2 in Section J. Base Year. See Section B, Note A. Funding Type (O&MN,N)	30200.0	LH	██████████	██████████	\$1,926,249.67
400001	R425	Incremental Funding of \$25,000.00 PR#1300281843 (O&MN,N)					
400002	R425	Incremental Funding of \$47,588. PR#1300302319 (O&MN,N)					
400003	R425	Incremental Funding of \$67,953. PR#1300301099 (O&MN,N)					
400004	R425	Incremental Funding of \$70,000. PR#1300302516 (O&MN,N)					

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400005 R425 Incremental
Funding of
\$100,000.
PR#1300305945
(O&MN,N)

400006 R425 Incremental
Funding of
\$235,000.
PR#1300316226
Ref TI-1-5
(RDT&E)

400007 R425 Incremental
Funding of
\$25,000.
PR#1300316227
Ref TI-1-1 (WCF)

400008 R425 Incremental
Funding of
\$50,000.
PR#1300326987
Ref TI-1-1
(RDT&E)

400009 R425 Incremental
Funding of
\$4,000.
PR#1300326984
Ref TI-1-1
(O&MN,R)

400010 R425 Incremental
Funding of
\$29,000. PR#
1300332817
(O&MN,N)

400011 R425 Incremental
Funding of
\$47,000. PR#
1300343252
(O&MN,N)

400012 R425 Incremental
Funding of
\$45,000. PR#
1300343254/
Modified to
decreased funding
for \$37,921.75
(O&MN,N)

4001 R425 TERM FORM TASK 30200.0 LH ██████████ ██████████ \$1,963,680.36
ORDER - SEE FAR
16.306(d)(2).
Engineering and

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Logistics Support
for Special
Warfare Programs
in accordance
with the
Performance Work
Statement (PWS)
Section C, the
attached DD Form
254 and Contract
Data Requirements
List (CDRL), DD
Form 1423-2 in
Section J. Award
Term One. See
Section B, Notes
A and B.
Funding Type
(TBD)

400101 R425 Incremental
Funding of
\$10,391.
PR#1300332254
(O&MN,R)

400102 R425 Incremental
Funding of
\$3,679.
PR#1300351532
(O&MN,N)

400103 R425 Incremental
Funding of
\$76,981.
PR#1300359658
(RDT&E)

400104 R425 Incremental
Funding of
\$62,000.
PR#1300369000
(TI-2-7) (OPN)

400105 R425 Incremental
Funding of
\$60,000.
PR#1300369000
(TI-2-7) (OPN)

400106 R425 Incremental
Funding of
\$92,000.
PR#1300369000
(TI-2-7) (OPN)

400107 R425 Incremental
Funding of

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\$40,000.
PR#1300367269
(TI-ECP040-B)
(OPN)

400108 R425 Incremental
Funding of
\$360,000.
PR#1300367118
(TI-ECP040-A)
(OPN)

400109 R425 Incremental
Funding of
\$7,514.
PR#1300369835
(TI-RMMV130625)
(RDT&E)

400110 R425 Incremental
Funding of
\$10,100.
PR#1300367318
(TI-2-7) (RDT&E)

400111 R425 Incremental
Funding of
\$100,000.
PR#1300375492
(TI-2-5) (O&MN,N)

400112 R425 Incremental
Funding of
\$51,000.
PR#1300375493
(TI-2-1) (O&MN,N)

400113 R425 Incremental
Funding of
\$29,000.
PR#1300375494
(TI-2-1) (RDT&E)

400114 R425 Incremental
Funding of
\$12,000.
PR#1300375494
TI-2-1) (RDT&E)

400115 R425 Incremental
Funding of
\$5,000.
PR#1300381103
TI-2-1 Rev A)
(RDT&E)

400116 R425 Incremental
Funding of

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\$7,610.
PR#1300381471
TI-2-7-A) (RDT&E)

400117 R425 Incremental
Funding of
\$35,000.
PR#1300384144
TI-2-1-Rev A)
(OPN)

400118 R425 Incremental
Funding of
\$25,000.
PR#1300384145
TI-2-1-Rev A)
(RDT&E)

400119 R425 Incremental
Funding of
\$87,414.
PR#1300382137
(OPN)

400120 R425 Incremental
Funding of
\$72,500.
PR#1300388093
(TI-2-1 Rev
A/MDCP) (O&MN,N)

4002	R425	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2). Provide services for Engineering and Logistics Support for Special Warfare Programs in accordance with the Performance Work Statement (PWS) Section C, the attached DD Form 254 and Contract Data Requirements List (CDRL), DD Form 1423-2 in Section J. Award Term Two. See Section B, Notes A and B. Funding Type (TBD) Option	30200.0	LH			\$2,001,892.67
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	Other Direct Cost (ODC) for Travel and Material in support of CLIN 4000. Base Year. See Section B, Note C. Funding Type (O&MN,N)	1.0	LO	\$507,250.00
600001	R425	Incremental Funding of \$10,000. PR#1300281843 (O&MN,N)			
600002	R425	Incremental Funding of \$15,733. PR#1300302319 (O&MN,N)			
600003	R425	Incremental Funding of \$77,885. PR#1300301099 (O&MN,N)			
600004	R425	Incremental Funding of \$2,047. PR#1300301099 (O&MN,N)			
600005	R425	Incremental Funding of \$200,000. PR#1300302516 (O&MN,N)			
600006	R425	Incremental Funding of \$15,000. PR#1300316226 Ref TI-1-5 (RDT&E)			
600007	R425	Incremental Funding of \$104,000 PR#1300326990/ Modified to			

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decreased funding
for \$2,000
Ref TI-1-1 (OPN)

600008 R425 Incremental
Funding of \$6,000
PR# 1300332817/
Modified to
decreased funding
for \$6,000
(O&MN,N)

6001	R425	Other Direct Cost (ODC) for Travel and Material in support of CLIN 4001. Award Term 1. See Section B, Notes B and C. Funding Type (TBD)	1.0	LO	\$523,736.22
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600101 R425 Incremental
Funding of \$119.
PR#1300332254
(O&MN,R)

600102 R425 Incremental
Funding of
\$17,342.
PR#1300359658
(RDT&E)

600103 R425 Incremental
Funding of
\$8,000.
PR#1300369000
(TI-2-7) (OPN)

600104 R425 Incremental
Funding of
\$85,000.
PR#1300369000
(TI-ECP040-A)
(OPN)

600105 R425 Incremental
Funding of
\$1,319.
PR#1300369835
(TI-RMMV130625)
(RDT&E)

600106 R425 Incremental
Funding of
\$5,390.
PR#1300381471
(TI-2-7-A)

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(RDT&E)

600107 R425 Incremental
Funding of
\$40,000.
PR#1300381103
(TI-2-1 Rev A)
(RDT&E)

600108 R425 Incremental
Funding of
\$15,233.
PR#1300382137
(OPN)

600109 R425 Incremental
Funding of
\$12,500.
PR#1300388093
(TI-2-1 Rev
A/MDCP) (O&MN,N)

6002	R425	Other Direct Cost (ODC) for Travel and Material in support of CLIN 4002. Award Term 2. See Section B, Notes B and C. Funding Type (TBD) Option	1.0	LO	\$540,757.30
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NOTES:

NOTE A: TERM FORM, LEVEL OF EFFORT

For Labor Items, CLINs 4000-4002, 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 the successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

NOTE B: AWARD TERM

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

NOTE C: ODC

Other Direct Costs, CLINs 6000-6002, 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"

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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)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR MISSION DEPLOYED SYSTEMS AND SPECIAL PROGRAMS ENGINEERING AND FLEET SUPPORT

1.0 SCOPE

As Program Office, Project Office, Technical Direction Agent (TDA), and In-Service Engineering Agent (ISEA), the Naval Surface Warfare Center Panama City Division (NSWC PCD) Off-Board Systems Division (A40) has a requirement to support various programs including Mission Deployed Systems and Special Programs within the Code A43 & Code A44 Branches. These programs support Naval Sea Systems Command, the United States Special Operations Command, Naval Special Operations Commands, Intelligence Community, and other DOD activities. This Performance Work Statement (PWS) identifies technical support requirements for these unique projects which include systems such as unmanned systems or payloads including unmanned underwater vehicles (UUV) such as the Maritime Predator (MP), Remus, Bluefin, and Crawlers; unmanned surface vehicles (USV); unmanned aerial vehicles (UAV); Remote Sensors including acoustic, Radio frequency (RF), and electro optic, and chemical/biological; shipboard sensors and systems such as SEAVIEW; Special Operations Forces (SOF) mission equipment such as Sea Tracker; and Intelligence, Surveillance and Reconnaissance (ISR) payloads or collection systems.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Performance Work Statement (PWS) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the PWS shall take precedence. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only. Military standards and specifications are available at <https://assist.daps.dla.mil/online/start/>.

2.1 Military Standards

- (a) MIL-STD-130N Identification Marking of U.S. Military Property, 17 DEC 2007
- (b) MIL-STD-38784A Standard Practice for Manuals, Technical: General Style and Format Requirements, 25 AUG 2011
- (c) MIL-STD-31000 Technical Data Packages, 05 NOV 2009

2.2 Military Specifications

- (a) MIL-M-85337A Manuals, Technical: Quality Assurance Program; Requirements for, 15 NOV 1984
- (b) MIL-P-24534A (Not 1) Planned Maintenance System; Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation, dated 21 MAR 1991.

2.3 Other Documents

- (a) MIL-HDBK-29612/2A(2) Instructional Systems Development/Systems Approach to Training and Education (Part 2 of 5 Parts), Notice 2, 20 JUN 2011
- (b) MIL-HDBK-217F(2) Reliability Prediction of Electronic Equipment Change, Notice 2, 28 FEB 1995
- (c) EIA-632 Processes for Engineering a System 01 JAN 1999
- (d) NSWCPCDINST 5296.2 Management of Forklift Safety Program dated 03 Feb 2009

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3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten (10) working days after the award of the contract to review the terms and conditions, Performance Work Statement (PWS) and Contract Data Requirements List (CDRL) requirements for this task order. The location for this meeting will be at NSWC PCD; meeting's date and time specified by NSWC PCD within ten days after award.

The contractor shall, using the guidance of PWS paragraphs 2.1, 2.2, 2.3 and Government Furnished Information (GFI), provide a level of effort of technical, administrative, budgetary, and material support necessary to perform within the task areas outlined by this PWS below.

3.1 Program Support - Using government furnished information, the contractor shall provide program support to include technical input required to support project planning, cost estimating, budgeting, expenditure control, personnel labor planning, contract planning, program tracking, status reporting, and analyzing prospective support requirements for those systems and equipment where Code A43 and Code A44 are responsible for project execution. (CDRL A001)

3.2 Logistics Support - The contractor shall provide logistics support for Mission Deployed Systems and Special Programs as assigned. The contractor shall develop, review, update, and maintain integrated logistics system (ILS) documentation for special operations and related systems and equipment. Tasking may include efforts such as assessing the impact of engineering change proposals (ECP) on logistic support, configuration documentation, status reporting, spares procurement and tracking, participating in meetings, and providing input to or preparing program and logistics schedules. (CDRL A001)

3.2.1 Program Documentation Support - The contractor shall technically support by providing input into the development, analysis and review, update, and maintenance processes of acquisition, transition, and Fleet support documentation. This documentation may include items such as acquisition strategy, Concept Design Documents, System Design Documents, Design Review documentation, Computer Information Assurance (IA) plans, Acquisition Program Baseline Documentation, Material Fielding Plans, Life Cycle Cost Estimates and related funding documents, Quality plans, Risk management assessments, Computer Resources Life Cycle Management Plans, Level of Repair Analysis, Obsolescence and Diminishing Resources Plans, Systems Safety Plans, Temporary Alteration, Deep Submergence and Carry-On Approval Plans, and maintenance plans. (CDRL A001)

3.2.2 Supply Support Provisioning Technical Documentation (PTD) - The contractor shall develop, review, update, and maintain Supply Support Plans and PTD to include items such as Provisioning Parts Lists, Common and Bulk Items Lists, Allowance Parts Lists, and Allowance Equipment Lists. PTD shall be delivered using Interactive Computer-Aided Provisioning System (ICAPS) software. (CDRL A002)

3.2.3 Technical Manuals - The contractor shall develop, review, update, and maintain technical manuals, as well as special system instructions such as Pre-dive/Post-dive Instructions and Checklists, and O-Ring Guides. Technical manuals shall be developed or updated in accordance with MIL-STD-38784(A) and the applicable Technical Manual Contracts Requirement (TMCR). As required, technical manuals shall be converted into Standardized General Markup Language (SGML). (CDRL A003)

3.2.4 Planned Maintenance System (PMS) Documentation - The contractor shall conduct Reliability Centered Maintenance (RCM) analysis in accordance with MIL-P-24534A(Not 1) and produce Maintenance Index Pages (MIP) and Maintenance Requirements Cards (MRC). (CDRL A004, A005)

3.3 Configuration Management Support - The contractor shall support the initial population, and subsequent analysis, maintenance and update of life cycle system management information contained in the NSWC PCD Special Warfare Information Management System (SWIMS), Naval Special Warfare Sustainment, Asset Visibility and Information Exchange (SSAVIE), or Navy or SOF databases to include analysis and posting of engineering change proposals, failure reports, inventory data, technical and programmatic data, and related program information. The contractor also shall support inventory and supply actions necessary to maintain Fleet availability, and develop, review, update, and maintain Configuration Management Plans and Class Maintenance Plans. (CDRL A006)

3.4 Reliability, Maintainability, and Availability Support - The contractor shall analyze system and equipment reliability, maintainability and availability in accordance with MIL-HDBK-217F(2) or equivalent documents. This effort shall include providing technical input to the development of reliability and maintainability predictions, and

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reliability block diagrams. (CDRL A007)

3.5 Training Support - The contractor shall provide training support including analyzing training requirements and assessing the impact of engineering changes on training of Mission Deployed Systems and Special Programs and equipment. Training analysis shall be conducted in accordance with MIL-HDBK-29612/2A(2). (CDRL A008)

3.5.1 Formal Curriculum - The contractor shall develop, review, and update formal training materials for operator and maintenance courses. Curriculum includes the training project plan, course training task list, training course control document, lesson plan, trainee guide, test packages, instructional media materials, and fault insertion guide developed in accordance with GFI and MIL-HDBK-29612/2A(2). The contractor shall recommend changes and coordinate updates with the appropriate training activity (such as COMSUBDEVRON FIVE (CSDS-5)) and NSWC PCD engineers, and shall input approved markups into the appropriate Authoring Instructional Materials (AIM) database. The contractor also may participate in monitoring of the courses. (CDRL A008)

3.5.2 Differences Curriculum - The contractor shall assess the differences between existing and updated systems and equipment and produce differences curriculum. Difference course materials shall be generated in suitable electronic format, typically MS Word and PowerPoint. The contractor shall also assist in conducting differences training for operator and maintenance courses. (CDRL A008)

3.5.3 Training Tools - The contractor shall develop tools that are used to support Mission Deployed Systems and Special Programs and related systems equipment training, such as unmanned vehicle and sensor systems, displays, computer based tools, simulators and operational familiarizers. (CDRL A008)

3.6 Engineering Design, Development and Technical Support - The contractor shall provide engineering design, and technical support as assigned for the research, design, development, modeling, analysis, and software/firmware support in support of Mission Deployed Systems and Special Programs. This includes project planning, design, analysis, troubleshooting, installation, retrofit, maintenance, user console hardware and software interoperability, test and evaluation, and independent verification and validation for products developed by other manufacturers/contractors. These tasks include efforts for systems and equipments such as unmanned systems and sensors, mission payloads, shipboard systems, electrical, electronics, mechanical, computer systems, software, sensors, human factors, acoustics, C4I, safety, testing and evaluation, and naval architecture engineering disciplines. This support may be needed for new concept systems, in-development systems, or in-service systems. (CDRL A009)

3.6.1 Engineering Models and Prototype Development - The contractor shall provide technical support in the design, fabrication, and testing of Mission Deployed Systems and Special Programs systems, subsystems and hardware. The contractor shall support the entire engineering development phase including requirements definition, design, fabrication of prototypes or test models, procurement of components and subsystems, testing, and installation. These models/prototypes may be developed from engineering documentation generated by the contractor or Government. Hardware/material items to be developed and/or procured include, but are not limited to unmanned vehicle subsystems, shipboard equipment, sensors and payloads, C4I equipment and radios, PC boards, connectors, receptacles, winches, cables and cable assemblies, displays, etc.

In addition, the contractor shall support implementation of engineering change proposals. The Contractor shall ensure all specifications are sufficiently detailed to permit design, eventual production, and evaluation of the end item. The Contractor shall keep all specifications current for the duration of the task order. A suitable data and Configuration Management (CM) system shall be in place at the Contractor's facility. The Contractor shall use EIA-632 as a guide to implement engineering analysis, design and fabrication efforts. Engineering drawings and support documentation shall be prepared using MIL-STD-31000 as guidance. Markings shall be in accordance with MIL-STD-130N, as applicable. (CDRL A009)

3.6.2 Fleet Support - In addition, the contractor shall support assembly of installation and checkout kits, pack-up kits, logistics support kits, replacement equipment, or related hardware and material items needed to maintain Fleet readiness for those systems and equipment where Code A43 and Code A44 are responsible for supporting deployed systems. This support may be performed at the contractors' facility, NSWC-PCD or other locations including at field duty stations.

3.6.3 Engineering and Technical Documentation - The contractor shall provide support to the Government by providing input to the development, review, update and maintenance processes for engineering and technical

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documentation and associated lists. This documentation may include items such as engineering drawings and parts lists, specifications, technical reports, design documentation, technical data packages, failure reports, engineering change documentation, test plans, test reports, certification packages, and temporary alteration packages for special operations and related programs. (CDRL A009)

3.6.4 Test Support – The contractor shall provide technical expertise in test and evaluation (T&E) support for Off-Board Systems, Mission and Deployed Systems, and special programs and equipment that are developed by the Government or are third party vendor products under evaluation by the Government. The contractor shall review requirements, specifications and other documents related to the project to evaluate the technical adequacy of the documentation, identify alternatives, and technically support the evaluation of Modular and Off-board Systems during system experimentation and testing to provide assessment of capabilities, suitability and sustainability. The contractor shall provide technical and engineering input during the development of specifications and requirements documents for procurement of systems and equipment for Fleet use. The contractor shall interface closely with the Government design teams to develop integration and test documents such as plans, procedures, schedules and reports. The contractor shall participate in test and evaluation working group meetings and technically support the activities of the working groups. The contractor shall participate in Test Readiness Review (TRR) and Test Safety Review Committee (TSRC) meetings on the Mission and Deployed Systems plans and procedures. In support of T&E tasks, the Contractor shall be required to operate Government owned vehicles and equipment to include trucks, golf carts, forklifts, and small boats. Operators shall be licensed in accordance with State law. Additionally forklift operators shall be certified in accordance with NSWCPCDINST 5296.2. The personnel may ride both small boats and large ships during testing. Insurance above and beyond that required under the basic contract to cover vessels, equipment, and general liability is not required and will not be reimbursed under this task order. This may include items in development, or repaired or refurbished equipment prior to re-issue to the Fleet. Test support may include labor, facilities, specialized test equipment, supplies and incidental materials as required by the applicable test plans.

3.7 Presentation Material, Agendas, and Meeting Minutes - The contractor shall participate in Mission and Deployed Systems and Special Programs meetings such as planning sessions, team meetings, issues meetings, and sponsor meetings to stay abreast of program plans and status. The contractor shall provide support to various meetings by developing presentation materials, agendas, and meeting minutes. As necessary, the contractor shall coordinate and host meetings at the contractor's facility for up to 40 participants per meeting for meetings up to the Secret Level for those systems and equipment where Code A43 and Code A44 are responsible for project execution. Contractor's facilities shall be able to provide video teleconferencing (VTC) capabilities. (CDRL A010, A011, A012)

3.8 Monthly Progress Report - The Contractor shall produce a monthly progress report that includes work planned, work accomplished, problem areas, significant results, recommendations, work planned for the next month, and financial information including task order ceiling, expenditures (including fee), percentage spent, billable hours expended this reporting period, and total labor hours expended. Deltas or discrepancies in planned versus actual in any the preceding categories shall be reported. The monthly report shall be delivered via e-mail in MS Word format to the Government by the 15th of the month for the preceding month. (CDRL A013)

3.9 Travel - The contractor may be required to travel each year of the task order for this tasking. Travel expenses are limited by the Joint Travel Regulations. Possible travel destinations are: San Diego, CA, Washington D.C., Groton, CT, Tampa, FL, Orlando, FL, Key West, FL, New Orleans, LA, Baltimore, MD, Indian Head, MD, Boston, MA, Falmouth, MA, Stennis Space Center, MS, Norfolk, VA, Chesapeake, VA, Seattle WA, Honolulu, HI, and Guam; however, other destinations may be added at the discretion of the NSWC PCD.

3.10 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. 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

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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.

3.11 Access to Government Facilities

Contractor personnel may require access to NSWPC buildings during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity. Access is controlled by programmable proximity cards, which will be supplied by the government. The contractor shall provide a list of employees who require access to these areas, including security clearance information for them, to the Building facility manager within 5 days of award. No office space will be provided for contractor personnel.

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide the Contractor with documentation as required. Coordination of specific information will be made with individual NSWPC Project Managers at the time of order. All government furnished information (GFI) shall be returned at the completion of this task order, unless otherwise directed in writing by the Contracting Officer. The Government will provide the following within 5 days after award of the order:

- (a) DoD Directive 5000.1
- (b) DoD Directive 5000.2
- (c) USSOCOM Directives 700-10 and 70-1

5.0 DATA DELIVERABLES

All data deliveries shall be in accordance with the schedule set forth in the attached Contract Data Requirements List, DD Form 1423-2, Exhibit A.

6.0 SECURITY

The Contractor will be required to provide a minimum of two key personnel that can be cleared to access classified information and attend meetings up to and including the Top Secret, Sensitive Compartmented Information (SCI) level at NSWPC and other Government and Contractor Facilities as required. Additional personnel may need to be cleared as required. The requirements of the attached DD Form 254 apply. Contractor personnel requiring access to NSWPC and other military facilities are subject to security and Visit Request requirements.

6.1 Information Security Requirements

a. Controlled Unclassified Information (CUI):

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

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

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

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility

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

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

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

6.2 Operations Security

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

Critical information includes information regarding:

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

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

- 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.

7.0 PERFORMANCE BASE 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).

8.0 GOVERNMENT-CONTRACTOR RELATIONSHIP

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

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that

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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 Task Order 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 Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order 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 Task Order.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

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

(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,

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- (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.

9.0 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 subcontractor or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirement of the Level of Effort clause in Section H of the Task Order.

- (1) A copy of the proposed subcontractor's 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 price 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 subcontractors or consulting agreements with the price contractor.

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

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

10.0 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 for the Mission Deployed Systems and Special Programs Engineering and Fleet Support 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), 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>.

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

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

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

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

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(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 recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

End of Section C

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SECTION D PACKAGING AND MARKING

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this Task Order 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

Technical Documents generated under this contract shall carry the following Distribution Limitation Statements. 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 STATEMENT "D":

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER U.S. REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO: COMMANDING OFFICER, NAVAL WARFARE CENTER PANAMA CITY, ATTN: CODE A, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

NO DISTRIBUTION OF THIS DOCUMENT SHALL BE MADE TO DTIC.

NO SECONDARY DISTRIBUTION AUTHORIZED WITHOUT PRIOR WRITTEN APPROVAL OF NSWC PCD (Code A).

WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration act of 1979, as amended Title 50, U.S.C., app 2401 et seq. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

Destruction Notice - For classified documents, follow the procedures in DoD 5220.22-M, National Industrial Security Program Manual, Chapter 5, Section 7, or DoD 5200.1-R, Information Security Program regulation. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

Any document or portion thereof carrying the above statement must be submitted to NSWC PCD Code A43/A44 and be approved for public release prior to any public display or presentation.

End of Section D

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SECTION E INSPECTION AND ACCEPTANCE

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

All deliverables shall be FOB Destination.

End of Section E

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/5/2012 - 7/4/2013
4001	7/5/2013 - 7/4/2014
6000	7/5/2012 - 7/4/2013
6001	7/5/2013 - 1/4/2014

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 periods of performance are as follows:

BASE PERIOD:

4000	From date of award through 12 months thereafter.
6000	From date of award through 12 months thereafter.

AWARD TERM 1:

4001	Award of Award Term 1 through 12 months thereafter.
6001	Award of Award Term 1 through 12 months thereafter.

AWARD TERM 2:

4002	Award of Award Term 2 through 12 months thereafter.
6002	Award of Award Term 2 through 12 months thereafter.

End of Section F

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

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GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer

Joan R. Troutman, Code CDC1
110 Vernon Avenue
Panama City, Florida 32407
Email: joan.troutman@navy.mil
Phone Number: 850-235-5845

Contract Specialist

Carmen Berrios, Code CDC1
110 Vernon Avenue
Panama City, Florida 32407
Email: carmen.berrios@navy.mil
Phone number 850-234-4218

Ombudsman

Gerald Sorrell, Code CDSB
110 Vernon Avenue
Panama City, FL 32407
Email: Gerald.Sorrell@navy.mil
Phone Number: 850-235-5328

Contracting Officer Representative

Theresa Shirey, Code A44
110 Vernon Avenue
Panama City, Florida 32407
Email: theresa.shirey@navy.mil
Phone Number: 850-234-4905

Defense Contract Management Agency (DCMA)

DCMA Baltimore, DoDAAC S2101A
217 East Redwood Street, Suite 1800
Baltimore MD 21202-5299

Defense Finance and Accounting Services (DFAS)

DFAS Columbus Center, South Entitlement Operations, DoDAAC HQ0338
P.O. Box 182264
Columbus OH 43218-2264

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PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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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 and 6000-6002 as follows: Pay from the ACRN listed on the Contractor's Invoice.

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NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

ISSUE DODAAC	N61331
ADMIN DODAAC	S2101A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	
SERVICE ACCEPTOR DODAAC	N61331
SERVICE APPROVER DODAAC	

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SHIP TO DODAAC	N61331 (FOR INVOICING PURPOSES ONLY)
DCAA AUDITOR DODAAC	
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: THERESA.SHIREY@NAVY.MIL; CARMEN.BERRIOS@NAVY.MIL

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to nswcpd_wawf@navy.mil.

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EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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

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

End of Section G

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Accounting Data

SLINID	PR Number	Amount
400001	1300281843	25000.00
LLA :		
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001274465		
600001	1300281843	10000.00
LLA :		
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001274465		

BASE Funding 35000.00
Cumulative Funding 35000.00

MOD 01

400002	1300302319	47588.00
LLA :		
AC 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001380441		
400003	1300301099	67953.00
LLA :		
AD 97110400 1120 971 10400 . 1120 P 18 28 000 00 0415 255X S49447 DWAM11620 S49447		
400004	1300302516	70000.00
LLA :		
AK 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001381636		
600002	1300302319	15733.00
LLA :		
AG 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001380441		
600003	1300301099	77885.00
LLA :		
AH 97120400 1120 971 20400 . 1120 P 28 28 000 00 0415 255X S49447 DWAM21166 S49447		
600004	1300301099	2047.00
LLA :		
AJ 97110400 1120 971 10400 . 1120 P 18 28 000 00 0415 255X S49447 DWAM11620 S49447		
600005	1300302516	200000.00
LLA :		
AL 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001381636		

MOD 01 Funding 481206.00
Cumulative Funding 516206.00

MOD 02

400005	1300305945	100000.00
LLA :		
AM 97X4930 NH1D 255 77777 0 050120 2F 000000 A00001411059		

MOD 02 Funding 100000.00
Cumulative Funding 616206.00

MOD 03

400006	1300316226	235000.00
LLA :		
AN 1721319 N726 253 00015 068892 2D C35018 000152MSPJRQ		
400007	1300316227	25000.00
LLA :		
AP 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001498759		

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600006 1300316226 15000.00
 LLA :
 AQ 1721319 N726 253 00015 068892 2D C35018 000152MSPJRQ

MOD 03 Funding 275000.00
 Cumulative Funding 891206.00

MOD 04

400008 1300326987 50000.00
 LLA :
 AR 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001562189

400009 1300326984 4000.00
 LLA :
 AS 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001562181

600007 1300326990 104000.00
 LLA :
 AT 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001562552

MOD 04 Funding 158000.00
 Cumulative Funding 1049206.00

MOD 05

400010 1300332817 29000.00
 LLA :
 AU 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001600639

400011 1300343252 47000.00
 LLA :
 AV 97X4930 NH1D 251 77777 0 050120 2F 000000 A00001673283

400012 1300343254 45000.00
 LLA :
 AW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00001673285

600008 1300332817 6000.00
 LLA :
 AX 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001600639

MOD 05 Funding 127000.00
 Cumulative Funding 1176206.00

MOD 06

400101 1300332254 10391.00
 LLA :
 AY 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001596433
 Standard Number: N0007413WRKF004

400102 1300351532 3679.00
 LLA :
 AZ 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001736202
 Standard Number: N0001513WR19001

400103 1300359658 76981.00
 LLA :
 BA 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001791410
 Standard Number: N0002413WX02147

600101 1300332254 119.00
 LLA :
 AY 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001596433
 Standard Number: N0007412WRKF004

600102 1300359658 17342.00
 LLA :

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BA 97X4930 NH1D 257 77777 0 050120 2F 000000 A00001791410
Standard Number: N0002413WX02147

MOD 06 Funding 108512.00
Cumulative Funding 1284718.00

MOD 07

400104 1300369000 62000.00
LLA :
BB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001844155

400105 1300369000 60000.00
LLA :
BC 97X4930 NH1D 252 77777 0 050120 2F 000000 A10001844155

400106 1300369000 92000.00
LLA :
BD 97X4930 NH1D 252 77777 0 050120 2F 000000 A20001844155

400107 1300367269 40000.00
LLA :
BF 1731319 C4KB 251 24VCS 0 050120 2D 000000 A10001833606

400108 1300367118 360000.00
LLA :
BG 1721810 C1LM 251 24VCS 0 050120 2D 000000 A00001832053

400109 1300369835 7514.00
LLA :
BJ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001847177

600103 1300369000 8000.00
LLA :
BE 97X4930 NH1D 252 77777 0 050120 2F 000000 A20001844155

600104 1300367118 85000.00
LLA :
BH 1721810 C1LM 251 24VCS 0 050120 2D 000000 A00001832053

600105 1300369835 1319.00
LLA :
BK 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001847177

MOD 07 Funding 715833.00
Cumulative Funding 2000551.00

MOD 08

400110 1300367318 10100.00
LLA :
BL 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001834269

400111 1300375492 100000.00
LLA :
BM 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001883254

400112 1300375493 51000.00
LLA :
BN 1731804 15VR 251 00015 068892 2D C17085 000153PMGJMQ

400113 1300375494 29000.00
LLA :
BP 1721319 N726 251 00015 068892 2D C35030 000153PMPJMQ

400114 1300375494 12000.00
LLA :
BQ 1721319 N7CR 251 00015 068892 2D C35030 000153HCXQAQ

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MOD 08 Funding 202100.00
Cumulative Funding 2202651.00

MOD 09

400115 1300381103 5000.00
LLA :
BR 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001940549

400116 1300381471 7610.00
LLA :
BS 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001944198

600106 1300381471 5390.00
LLA :
BT 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001944198

600107 1300381103 40000.00
LLA :
BU 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001940549

MOD 09 Funding 58000.00
Cumulative Funding 2260651.00

MOD 10

400117 1300384144 35000.00
LLA :
BV 1731810 N7YG 253 00015 068892 1I 000000 000153PMRJPQ

400118 1300384145 25000.00
LLA :
BW 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001973124

600007 1300326990 (2000.00)
LLA :
AT 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001562552

600008 1300332817 (6000.00)
LLA :
AX 97X4930 NH1D 252 77777 0 050120 2F 000000 A00001600639

MOD 10 Funding 52000.00
Cumulative Funding 2312651.00

MOD 11

400012 1300343254 (37921.75)
LLA :
AW 97X4930 NH1D 251 77777 0 050120 2F 000000 A00001673285

400119 1300382137 87414.00
LLA :
BX 1731810 C3S0 252 24VCS 0 050120 2D 000000 A30001951681

400120 1300388093 72500.00
LLA :
BZ 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002007713

600108 1300382137 15233.00
LLA :
BY 1731810 C3S0 252 24VCS 0 050120 2D 000000 A30001951681

600109 1300388093 12500.00
LLA :
CA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002007713

MOD 11 Funding 149725.25
Cumulative Funding 2462376.25

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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 **90,600** 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 **4,057** 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 **581** hours per week for the base year and **581** hours per week for each term year. 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

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order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the 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 overrun; (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.

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BASIC CONTRACT CLAUSES

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

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CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

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- (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute;
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
 - (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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LICENSES AND CERTIFICATIONS

Program Managers and Senior Engineers shall be have intermediate level Certification Agent qualification as defined in Navy Certification Agent Qualification Standards and Registration Guidebook.

Vehicle, Vessel, and forklift operators shall be licensed in accordance with Florida state law. Addiitonally forklift operators shall be certified in accordance with NSWPCDINST 5296.2 Management of Forklift Safety Program dated 03 Feb 2009 within 30 days after award of the task order.

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NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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CAPPED RATES

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The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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End of Section H

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SECTION I CONTRACT CLAUSES

See Section I of offeror's basic contract.

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SECTION J LIST OF ATTACHMENTS

<u>ATTACHMENT #</u>	<u>FILE DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
J.1	Performance Work Statement (PWS) Acronym List	2	N/A
J.2	DoD Contract Security Classification Specification DD Form 254	6	7/3/2012
J.3	Quality Assurance Surveillance Plan (QASP)	9	N/A
J.4	COR Appointment Letter	4	7/2/2012
EXHIBIT A	Contract Data Requirements List (CDRLs) DD Form 1423-2	7	2/7/2011