

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE 10-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. 1300247605	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 elouise.bryant@navy.mil 850-234-4079	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-HR06
		10B. DATED (SEE ITEM 13) 16-Dec-2008
CAGE CODE 0WWWV3	FACILITY CODE	

**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.**

<input type="checkbox"/>	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"/>	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) 52.232-22 LIMITATION OF FUNDS

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joan R Troutman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Joan R Troutman (Signature of Contracting Officer)	16C. DATE SIGNED 13-Feb-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

### MODIFICATION 37 AUTHORITY: FAR 52.232-22 LIMITATION OF FUNDS

The purpose of this modification is to obligate incremental funds. Accordingly said, Task Order is modified as follows:

**A.** Incremental funding in the amount of \$68,000 is hereby obligated for this task order. In section B of the task order, informational line item 400405 and 600402 are added as follows:

400405 ACRN: BM PR NUMBER: 1300247603 \$60,000 increase

600402 ACRN: BN PR NUMBER: 1300247605 \$8,000 increase

**B.** In section G of the task order under ACCOUNTING AND APPROPRIATION DATA, ACRN BK and BL are added as follow:

400405 ACRN: BM PR NUMBER: 1300247603 \$60,000 increase  
LLA: 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001040366

600402 ACRN: BN PR NUMBER: 1300247605 \$8,000 increase  
LLA: 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001040540

**C.** As a result of the above, the total funded amount for CLIN 4004 is increased from \$82,200 by \$60,000 to \$142,200.00.

	From	Obligated	To
Cost:	\$76,858.32	\$ 56,100.96	\$132,959.28
Fixed Fee:	<u>\$5,341.68</u>	<u>\$3,899.04</u>	<u>\$9,240.72</u>
CPFF	\$82,200.00	\$60,000.00	\$142,200.00

**D.** As a result of the above, the total funded amount for CLIN 6004 is increased from \$20,000 by \$8,000 to \$28,000.

	From	Obligated	To
Cost:	\$20,000.00	\$8,000	\$28,000

**E.** The Total task order funding profile is as follows:

<b>Funded Labor</b>	<b>\$ 1,745,775.91</b>
<b>Funded Fee</b>	<b>\$ 121,331.48</b>
<b>Funded ODC</b>	<b>\$ 168,103.00</b>
<b>Total Funded</b>	<b>\$ 2,035,210.39</b>

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**F.**

The total amount of funds obligated to the task is hereby increased from \$1,967,210.39 by \$68,000.00 to \$2,035,210.39.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400405	RDT&E	0.00	60,000.00	60,000.00
600402	RDT&E	0.00	8,000.00	8,000.00

**G.**

The total value of the order is hereby increased from \$3,161,156.19 by \$0.00 to \$3,161,156.19.

**H.** 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, **\$2,035,210.39**, which includes a fixed fee of **\$121,331.48**, is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$2,035,210.39** 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% of the funded amount for this Task Order.

**I.** The period of performance for this task order is from date of award through 14 December 2013.

**J.** Except as provided by this Task Order modification, all terms and conditions of this task order remain unchanged and in full force and effect.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000	Provide services for and Technical Support for the Mine Warfare Systems Department, for all tasks within the Statement of Work, Section C, DD Form 254 and Contract Data Requirements List (CDRL), DD1423 (OTHER)	5700.0	LH	\$430,280.86	\$29,904.52	\$460,185.38
100001	ACRN: AB \$43,250 PR 90166875 (O&MN,N)					
100002	ACRN: AC \$50,000 PR 90614565 (SCN)					
100003	ACRN: AD \$5,500 PR 90614569 (O&MN,N)					
100004	ACRN: AE \$35,000 PR 90900569 (RDT&E)					
100005	ACRN: AD \$7,000 PR 90971384 (O&MN,N)					
100006	ACRN: AA \$103,720.38 PR 91042482 (RDT&E)					
100007	ACRN: AB \$40,445 PR 91032174 (O&MN,N)					
100008	ACRN: AB \$22,000 PR 91388263 (O&MN,N)					
100009	ACRN: AD \$15,000 PR 91541483 (O&MN,N)					
100010	ACRN: AF \$3,000 PR 91541485 (RDT&E)					

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100011 ACRN: AB \$64,128  
PR 91896565  
(O&MN,N)

100012 ACRN: AG \$35,000  
PR 92403945 (PMC)

100013 ACRN: AH \$13,000  
PR 92433988  
(RDT&E)

100014 ACRN: AK \$23,000  
PR 92585839  
(OTHER)

1001	Provide services for and Technical Support for the Mine Warfare Systems Department, for all tasks within the Statement of Work, Section C, DD Form 254 and Contract Data Requirements List (CDRL), DD1423 (RDT&E)	3800.0	LH	\$160,149.25	\$11,130.37	\$171,279.62
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100101 ACRN: AA  
\$100,000 PR  
83096267 (RDT&E)

100102 ACRN: AA  
\$71279.62 PR  
90655299 (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	Other Direct Costs to support CLIN 1000 (OTHER)	1.0	LO	\$73,678.50
300001	ACRN: AB \$2,667 PR 90166876 (O&MN,N)			
300002	ACRN: AC \$10,000 PR 90614566 (SCN)			
300003	ACRN: AD \$1,800 PR 90614572 (O&MN,N)			
300004	ACRN: AD \$1,500 PR 90971387 (O&MN,N)			

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300005 ACRN: AB \$3500 PR  
91032181 (O&MN,N)

300006 ACRN: AB \$2300 PR  
91896564 (O&MN,N)

300007 ACRN: AG \$500 PR  
92403948 (PMC)

300008 ACRN: AJ \$6,000  
PR 92585837  
(OTHER)

300009 ACRN: AK \$4,000  
PR 92585841  
(OTHER)

3001 Other Direct 1.0 LO \$49,119.00  
Costs to support  
CLIN 1001 (RDT&E)

300101 ACRN: AE \$5000 PR  
90900577 (RDT&E)

300102 ACRN: AA \$6000 PR  
91815461 (RDT&E)

300103 ACRN: AH \$4500 PR  
92433989 (RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	Provide services for Technical Support for the Mine Warfare Systems Department, for all tasks within the Statement of Work, Section C, DD Form 254 and Contract Data Requirements List (CDRL), DD1423 AWARD TERM 1 (OTHER)	9500.0	LH	\$495,962.02	\$34,469.37	\$530,431.39
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400001 ACRN: AL \$50,000  
PR 93061681 (OPN)

400002 ACRN: AM \$20,000  
PR 93172546  
(O&MN,N)

400003 ACRN: AN \$75,000  
PR 93202737  
(RDT&E)

400004 ACRN: AL \$70,000

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PR 93384216 (OPN)

400005 ACRN: AP \$55,000  
PR 00320985 (SCN)

400006 ACRN: AQ \$40,000  
PR 00320978  
(RDT&E)

400007 ACRN: AR \$30,000  
PR 00290816  
(O&MN,N)

400008 ACRN: AM \$60,000  
PR 00341334  
(O&MN,N)

400009 ACRN: AN \$98,000  
PR 00472501  
(RDT&E)

400010 ACRN: AP \$66,000  
PR 01162146 (SCN)

400011 ACRN: AM \$65,000  
PR 01535610  
(O&MN,N)

400012 ACRN: AN  
\$21,431.39  
PR 01728454  
(RDT&E)

4001 -- CEILING 0.0 LH \$0.00 \$0.00 \$0.00  
HOURS/AMOUNT  
REALLOCATED TO  
CLIN 4000 --  
(RDT&E)  
Option

4002 Provide services 9500.0 LH \$626,408.35 \$43,535.38 \$669,943.73  
for Technical  
Support for the  
Mine Warfare  
Systems  
Department, for  
all tasks within  
the Statement of  
Work, Section C,  
DD Form 254 and  
Contract Data  
Requirements List  
(CDRL), DD1423  
AWARD TERM 2  
(OTHER)

400201 ACRN: AN \$71,700  
PR 01820801  
(RDT&E)

400202 ACRN: AU \$66,000  
PR 01941583 (WCF)

400203 ACRN: AV \$25,000



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Systems  
Department, for  
all tasks within  
the Statement of  
Work, Section C,  
DD Form 254 and  
Contract Data  
Requirements List  
(CDRL), DD1423  
AWARD TERM 3  
(OTHER)

400401 ACRN: BG \$24,000  
PR 11816538  
(RDT&E)

400402 ACRN: BH \$8,200  
PR 12162895  
(O&MN,N)

400403 ACRN: BJ \$10,000  
PR 1300243737  
(RDT&E)

400404 ACRN: BK \$40,000  
PR 1300246265  
(O&MN,N)

400405 ACRN: BM \$60,000  
PR 1300247603  
(RDT&E)

4005	-- CEILING HOURS/AMOUNT REALLOCATED TO CLIN 4004 -- (RDT&E) Option	0.0 LH	\$0.00	\$0.00	\$0.00
4006	Provide services for Technical Support for the Mine Warfare Systems Department, for all tasks within the Statement of Work, Section C, DD Form 254 and Contract Data Requirements List (CDRL), DD1423 AWARD TERM 4 (OTHER) Option	9500.0 LH	\$664,569.68	\$46,187.59	\$710,757.27
4007	-- CEILING HOURS/AMOUNT REALLOCATED TO CLIN 4006 -- (RDT&E) Option	0.0 LH	\$0.00	\$0.00	\$0.00
4008	Provide services				\$120,000.00

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for Technical Support for the Mine Warfare Systems Department, for all tasks within the Statement of Work, Section C, DD Form 254 and Contract Data Requirements List (CDRL), DD1423  
AWARD TERM 1

4008AA	CLIN 4000 for marine funding only (OPN)	0.0	LH	\$46,750.82	\$3,249.18	\$50,000.00
4008AB	CLIN 4000 marine funding only (OPN)	0.0	LH	\$65,451.15	\$4,548.85	\$70,000.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Other Direct Costs to support CLIN 4000 Award Term 1 (OTHER)	1.0	LO	\$108,264.92
600001	ACRN: AL \$20,000 PR 93061687 (OPN)			
600002	ACRN: AM \$4,000 PR 93172547 (O&MN,N)			
600003	ACRN: AL \$4,400 PR 93444832 (OPN)			
600004	ACRN: AS \$10,000 PR 00290809 (O&MN,N)			
600005	ACRN: AP \$10,000 PR 00320990 (SCN)			
600006	ACRN: AM \$7,375 PR 00341331 (O&MN,N)			
600007	ACRN: AT \$20,000 PR 00472499 (PMC)			
600008	ACRN: AN \$2,000 PR 00472497 (RDT&E)			
600009	ACRN: AM \$7,135 PR 01535613 (O&MN,N)			

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600010 ACRN: AZ \$4,200  
PR 11715273  
(O&MN,N)

6001 -- CEILING AMOUNT 1.0 LO \$0.00  
REALLOCATED TO  
CLIN 6000 --  
(RDT&E)  
Option

6002 Other Direct 1.0 LO \$132,069.29  
Costs to support  
CLIN 4002 Award  
Term 2 (OTHER)

600201 ACRN: AW \$4000 PR  
02530625 (O&MN,N)

600202 ACRN: AM \$9721 PR  
02581081 (O&MN,N)

600203 ACRN: AX \$4765 PR  
02530632 (RDT&E)

600204 ACRN: AZ \$2200 PR  
03206895 (O&MN,N)

600205 ACRN: BA \$5000 PR  
03228119 (SCN)

600206 ACRN: BA \$2640 PR  
03278499 (RDT&E)

600207 ACRN: BC \$5000 PR  
10183641 (RDT&E)

600208 ACRN: AZ \$4000 PR  
10478044 (O&MN,N)

600209 ACRN: AZ \$6400 PR  
10822926 (O&MN,N)

6003 -- CEILING AMOUNT 1.0 LO \$0.00  
REALLOCATED TO  
CLIN 6002 --  
(RDT&E)  
Option

6004 Other Direct 1.0 LO \$136,147.35  
Costs to support  
CLIN 4004 Award  
Term 3 (OTHER)

600401 ACRN: BL \$20,000  
PR# 1300246603  
(O&MN,N)

600402 ACRN: BN \$8,000  
PR# 1300247605  
(RDT&E)

6005 -- CEILING AMOUNT 1.0 LO \$0.00  
REALLOCATED TO

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CLIN 6004 --  
(RDT&E)  
Option

6006 Other Direct 1.0 LO \$140,913.05  
Costs to support  
CLIN 4006 Award  
Term 4 (OTHER)  
Option

6007 -- CEILING AMOUNT 1.0 LO \$0.00  
REALLOCATED TO  
CLIN 6006 --  
(RDT&E)  
Option

6008 Other Direct \$20,000.00  
Costs to support  
CLIN 4008 Award  
Term 1

6008AA CLIN 6000 marine 0.0 LH \$20,000.00  
funding only  
(OPN)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **STATEMENT OF WORK FOR MINE WARFARE TACTICS SUPPORT**

#### **1.0 SCOPE**

Naval Surface Warfare Center Panama City Division (NSWC PCD) Littoral Warfare Analysis and Assessment Department, Tactics Branch (Code HA12) is responsible for developing, validating, promulgating, and updating tactical documentation relating to MCM systems for the Fleet in support of the Naval Mine and Anti-Submarine Warfare Command, Corpus Christi (NMAWC, CC). Additionally, coordination with AMCM units is required to accurately assess Fleet requirements and provide feedback to NSWC PCD for task development. Commensurate with these efforts, NSWC PCD provides on-site support for Fleet personnel in the area of operational tactics and tactical training.

The effort described below is for AMCM tactical instruction, MCM tactics and Tactical Decision Aid (TDA) development, TDA training development and support (including Organic Post Mission Analysis (OPMA)), assessment of AMCM Fleet tactical requirements, data collection, development of required changes to MCM Naval Warfare Publications (NWPs)/ TACMEMOs, administrative support, and facilitation of the AMCM Tactics IPT. In order to facilitate Fleet liaison, the Contractor will execute these tasks for NSWC PCD Code HA12 either at NSWC PCD or the Airborne Mine Countermeasures Weapon Systems Training School (AWSTS), Naval Station, Norfolk, as appropriate.

#### **2.0 APPLICABLE DOCUMENTS**

##### **2.1 Military Standards**

None

##### **2.2 Military Specifications:**

None

##### **2.3 Other Documents:**

a) Naval Tactics, Techniques, and Procedures (NTTP) Publication 3-15 Series (to include Tactical Memorandums)

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b) AMCM-related Naval Air Training and Operating Procedures Standardization (NATOPS) publications.

c) MEDAL program and Commanders Estimate of the Situation (CES) documentation.

d) OPMA program and technical documentation

### **3.0 REQUIREMENTS**

#### **3.1 Expertise**

The Contractor shall be responsible for providing personnel with technical and programmatic expertise in the following areas:

a) Expertise on AMCM Tactics, Techniques and Procedures, to include AMCM Squadron tactics organization, Pilot and Aircrew procedures, and sonar mine recognition.

b) Authority to perform Contractor support onsite at the AMCM Weapons Systems Training School, Naval Station Norfolk, VA, including access to classified publications, word processing and access to Naval websites and e-mail communications.

c) Liaison with Navy Fleet AMCM Squadrons, COMHELSEACOMWINGLANT, and the Surface Warfare Development Group (SWDG).

d) Expertise in mine countermeasures data analysis, and development and revision of AMCM tactical doctrine.

e) Expertise in the instruction of course material to Naval personnel.

#### **3.2 AMCM Tactical Publication Support**

The Contractor shall technically support NSWC PCD Code HA12 in the development of AMCM doctrine, TACMEMO'S, training, tactics, techniques, procedures, and publications issues as required. These areas must be developed, evaluated, revised and promulgated as AMCM experience, systems and operations evolve with organizational changes, equipment procurement and technological advances. The Contractor shall assist with data collection and in preparing proposed changes to AMCM tactical publications

The Contractor shall liaison with HELMINERON FOURTEEN (HM-14), HELMINERON FIFTEEN (HM-15), Helicopter Sea Combat Wing Atlantic (HELSEACOMWINGLANT), and the AMCM Weapons Systems Training School (AWSTS) for the continuing development of AMCM Naval Warfare Publications (NWP) and act as a reviewing agent for AMCM NWP, under the direction of NSWC PCD Code HA12.

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### **3.3 MIWIP and Project Support**

The Contractor shall serve as a liaison, as directed, to the MIWIP (Mine Warfare Improvement Program), and gather Fleet input for proposed projects from AMCM Units, laboratories and those tactical deficiencies found through the conduct of MCM exercises and operations. The Contractor shall develop and present project proposals to NSWC PCD Code HA12.

### **3.4 Liaison Support**

The Contractor shall coordinate Fleet AMCM MEDAL upgrade or improvement recommendations to NMAWC CC via NSWC PCD HA12. Develop Fleet AMCM C4I recommendations for ongoing C4I programs.

The Contractor shall liaison with AWSTS and the Mine Warfare Training Center (MWTC) for the purpose of AMCM Tactics Training upgrade considerations. The AMCM Tactics Continuum is one source for training material upgrades. The Contractor shall serve as an instructor at the AMCM Tactics Continuum, if requested.

When requested, the Contractor shall provide direct tactical support to Fleet AMCM units and Fleet commands concerned with AMCM operations. This shall include the capability to teach tactical information (even formally, as at AWSTS), provide data collection capabilities and tactical guidance.

The Contractor shall serve in a train-the-trainer capacity for the East Coast MEDAL Classroom. This would involve certifying other instructors (from AWSTS, the HSC Weapons School, etc.) to conduct routine MEDAL classes.

### **3.5 Commander's Estimate of the Situation (CES) Support**

The Contractor shall technically support NSWC PCD Code HA12 in the development of CES, to include: data base development and verification, test plan development and testing evaluation, data fusion and Mine Warfare and Environmental Decision Aids Library (MEDAL) Enterprise Architecture (EA) requirements. The Contractor shall assist with data collection and in preparing proposed changes to future CES builds.

The Contractor shall provide TACMEMO support for Risk Based Planning efforts and replanning support and related MIW theory and work, training, tactics, techniques, procedures and publications issues as required.

### **3.6 OPMA**

The Contractor shall provide support to NSWC PCD HA12 in the development, review, update, and maintenance of acquisition logistics support (ALS), tactical, and technical documentation for the OPMA program. The products listed below will be developed and/or updated for new Organic MCM (OMCM) hardware documentation. Documents shall be posted on SharePoint system when applicable. The 50% IPRs for technical manuals and training shall be conducted at least 150 days prior to OT PMA Training date of each OMCM system.

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The Contactor shall also interface with other OMCM Activities or Commands as required. The technical manuals will be developed in the S1000D format using the attached TMCR and Business Rules. The support required includes the following:

- (a) Tactics/Logistics Support
- (b) Training Support
- (c) IETM Support

The Contractor shall develop, deliver and update the following documents:

- (a) Acquisition Logistics Support Plan (ALSP)
- (b) Maintenance Plan
- (c) Task and Skills Analysis
- (d) Operator's Manual
- (e) Administrator's Manual
- (f) Manpower, Personnel and Training (MPT) Concept Document
- (g) Training Course Outline
- (h) Instructor Lesson Guide
- (i) Student Training Course Guide
- (j) Training Aids
- (k) User's Logistics Support Summary (ULSS)
- (l) ILS Milestone Schedule

### **3.7 Travel**

Travel to the following locations is anticipated during the base and option periods in the performance of this task order: Corpus Christi, Texas; Norfolk, Virginia; San Diego, California; Washington, DC; Stennis, Mississippi; Bahrain; and Sasebo, Japan.

The number and duration of trips to each destination specified will be determined as program requirements dictate. Under no circumstance may the contractor travel to a destination other than one of those specified above without the express written consent of the TOM.

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### 3.8 Monthly Progress Reports

The Contractor shall produce a monthly progress report that includes 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 for both O&MN and RDT&E funded efforts. The monthly report shall be delivered via e-mail in Microsoft® Word format to the Government by the 15th of the month for the preceding month in accordance with CDRL A005.

### 4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide background information and appropriate program documents to enable the Contractor to perform the work required. The following GFI will be provided to the Contractor throughout the period of performance:

- a) AMCM doctrine, training, tactics, techniques, and procedures publications.
- b) Fleet operational and exercise results and MIREM reports.

All GFI shall be returned to the Government at the completion of this order.

### 5.0 DELIVERABLES

All data deliverables shall be delivered in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 143, Exhibit A. All test documentation generated by the Contractor shall be provided on CDROM in MS Word™ compatible files. All documentation artwork and graphics shall be provided on CDROM in AutoCAD™ (Ver. 12) compatible files. **NOTE: 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.

### 6.0 PERIOD OF PERFORMANCE

This task order shall become effective on the date of award, and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to five years based on the contractor's performance.

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Second Year 12 Months in duration.

Third Year 12 Months in duration

Fourth Year 12 Months in duration

Fifth Year 12 Months in duration

## 7.0 SECURITY

The highest security classification for work under this task order is SECRET. Provisions to access SECRET information for the performance of these tasks are stated in the attached DD form 254. Classified information shall not be transferred electronically or telephonically over unsecured networks. Safeguarding of classified data and information are defined in DOD 5220.22M and DOD 5200.1R. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Law 100-235. Paragraphs 8.0 and 9.0 also apply to the protection of sensitive information regardless of the media on which it is stored. SECRET access will occur at U.S. Government facilities. Information generated at Contractor facilities will be UNCLASSIFIED.

## 8.0 DISTRIBUTION LIMITATIONS STATEMENT

Technical documents generated under this task order shall carry the following limitation statement. Word processing files shall have the statements included on the cover page of any resultant hard copy. Each delivered diskette shall be marked externally with the statements. All technical data gathered under this order shall carry the following Distribution Limitation Statement and handling caveat:

DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND DOD CONTRACTORS ONLY, ADMINISTRATIVE OR OPERATIONAL USE, (DATE). OTHER REQUESTS SHALL BE REFERED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER, PANAMA CITY, FL, 110 VERNON AVE, PANAMA CITY, FL 32407-7001

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

## 9.0 RELEASE INFORMATION

All technical data provided to the Contractor by the Government shall be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination of public disclosures includes, but is not

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limited to: permitting access of such information by foreign national or by any other person or entity, publication of technical or scientific papers, advertising, or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

**10.0 PERFORMANCE BASED REQUIREMENTS**

This requirement is performance based. The incentive for superior performance is continued performance for the full potential five years if (1) the Government has a continued requirement for the services; (2) funds are available; and (3) the contractors performance is satisfactory or better (award term provisions). The Government Technical POC will report the quality of performance to the PCO in accordance with the Award Term Plan for the order.

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of 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.

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(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.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be at destination by Government personnel at the Naval Surface Warfare Center Panama City, FL.

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## SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

SHIP TO ADDRESS

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Ave

Panama City Beach FL 32407-7018

FOB: Destination

DURATION OF CONTRACT 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 Award Term Plan and Award Term Clause of this order, the order may continue for up to five years based on the contractor's performance.

Second Year 12 Months in duration.

Third Year 12 Months in duration

Fourth Year 12 Months in duration

Fifth Year 12 Months in duration

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager:

Peter L. Adair  
Code G12  
110 Vernon Ave.  
Panama City, FL 32407  
peter.adair@navy.mil  
850-234-4080

Contract Specialist

Elouise Bryant  
Code B31  
110 Vernon Ave.  
Panama City, FL 32407  
[elouise.bryant@navy.mil](mailto:elouise.bryant@navy.mil)  
[850-234-4079](tel:850-234-4079)

### 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 set-up 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



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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:
<a href="mailto:peter.adair@navy.mil">peter.adair@navy.mil</a>
<a href="mailto:elouise.bryant@navy.mil">elouise.bryant@navy.mil</a>

(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 or [june.fordham@navy.mil](mailto:june.fordham@navy.mil). The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or [colette.hazard@navy.mil](mailto:colette.hazard@navy.mil).

#### EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

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

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policy.

Accounting Data

SLINID	PR Number	Amount
100101	83096267	100000.00
LLA :		
AA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041		

BASE Funding 100000.00  
Cumulative Funding 100000.00

MOD 01

100001	90166875	43250.00
LLA :		
AB: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030		

300001	90166876	2667.00
LLA :		
AB: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030		

MOD 01 Funding 45917.00  
Cumulative Funding 145917.00

MOD 02 Funding 0.00  
Cumulative Funding 145917.00

MOD 03

100002	90614565	50000.00
LLA :		
AC: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0905901		

100003	90614569	5500.00
LLA :		
AD: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010		

100102	90655299	71279.62
LLA :		
AA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041		

300002	90614566	10000.00
LLA :		
AC: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z0905901		

300003	90614572	1800.00
LLA :		
AD: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010		

MOD 03 Funding 138579.62  
Cumulative Funding 284496.62

MOD 04

100004	90900569	35000.00
LLA :		
AE: 1791319 W3XC 000 RA329 0 068342 2D 000000 0291700023U0		
Standard Number: N0001409WX20319, AA		

100005	90971384	7000.00
LLA :		
AD: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010		

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100006 91042482 103720.38  
 LLA :  
 AA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041

100007 91032174 40445.00  
 LLA :  
 AB 17 10101804 KU2N 0252 62470 8 068732 2D AD000Q AD4GPX10RRCC

300004 90971387 1500.00  
 LLA :  
 AD: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010

300005 91032181 3500.00  
 LLA :  
 AB: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030

300101 90900577 5000.00  
 LLA :  
 AE: 1791319 W3XC 000 RA329 0 068342 2D 000000 0291700023U0  
 Standard Number: N0001409WX20319, AA

MOD 04 Funding 196165.38  
 Cumulative Funding 480662.00

MOD 05

100008 91388263 22000.00  
 LLA :  
 AB: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030

MOD 05 Funding 22000.00  
 Cumulative Funding 502662.00

MOD 06

100009 91541483 15000.00  
 LLA :  
 AD: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3A0808010

100010 91541485 3000.00  
 LLA :  
 AF: 97X4930 NH1D 000 77777 0 061331 2F 000000 31H03090DFHA

MOD 06 Funding 18000.00  
 Cumulative Funding 520662.00

MOD 07

100011 91896565 64128.00  
 LLA :  
 AB 17 10101804 KU2N 0252 62470 8 068732 2D AD000Q AD4GPX10RRCC

300006 91896564 2300.00  
 LLA :  
 AB: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K0901030

300102 91815461 6000.00  
 LLA :  
 AA: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J0903041

MOD 07 Funding 72428.00  
 Cumulative Funding 593090.00

MOD 08

100012 92403945 35000.00  
 LLA :  
 AG: 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISTM

100013 92433988 13000.00  
 LLA :  
 AH: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8A0905010

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300007 92403948 500.00  
 LLA :  
 AG: 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISTM

300103 92433989 4500.00  
 LLA :  
 AH: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8A0905010

MOD 08 Funding 53000.00  
 Cumulative Funding 646090.00

MOD 09

100014 92585839 23000.00  
 LLA :  
 AK: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K090494A

300008 92585837 6000.00  
 LLA :  
 AJ: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K090494B

300009 92585841 4000.00  
 LLA :  
 AK: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K090494A

MOD 09 Funding 33000.00  
 Cumulative Funding 679090.00

MOD 10

400001 93061681 50000.00  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: RCP: M6785409RC95496 ACRN AA

600001 93061687 20000.00  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: M6785409RC95496

MOD 10 Funding 70000.00  
 Cumulative Funding 749090.00

MOD 11

400002 93172546 20000.00  
 LLA :  
 AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

400003 93202737 75000.00  
 LLA :  
 AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

600002 93172547 4000.00  
 LLA :  
 AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

MOD 11 Funding 99000.00  
 Cumulative Funding 848090.00

MOD 12

400004 93384216 70000.00  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S

600003 93444832 4400.00  
 LLA :  
 AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

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MOD 12 Funding 74400.00  
Cumulative Funding 922490.00

MOD 13

400005 00320985 55000.00  
LLA :  
AP 97X4930 NH1D 000 7777 0 061331 2F 00000 31A4Z1005004

400006 00320978 40000.00  
LLA :  
AQ 97X930 NH1D 000 7777 0 061331 2F 00000 31AGA1021161

400007 00290816 30000.00  
LLA :  
AR 97X4930 NH1D 0000 7777 0 061331 2F 000000 31A1V1002080

600004 00290809 10000.00  
LLA :  
AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGA0101716

600005 00320990 10000.00  
LLA :  
AP 97X4930 NH1D 000 7777 0 061331 2F 00000 31A4Z1005004

MOD 13 Funding 145000.00  
Cumulative Funding 1067490.00

MOD 14

400008 00341334 60000.00  
LLA :  
AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

600006 00341331 7375.00  
LLA :  
AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

MOD 14 Funding 67375.00  
Cumulative Funding 1134865.00

MOD 15

400009 00472501 98000.00  
LLA :  
AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

600007 00472499 20000.00  
LLA :  
AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31E4010ISEA1

600008 00472497 2000.00  
LLA :  
AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

MOD 15 Funding 120000.00  
Cumulative Funding 1254865.00

MOD 16

400001 93061681 (50000.00)  
LLA :  
AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
Standard Number: RCP: M6785409RC95496 ACRN AA

400004 93384216 (70000.00)  
LLA :  
AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S

4008AA 93061681 50000.00  
LLA :  
AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
Standard Number: RCP: M6785409RC95496, ACRN AA

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4008AB 93384216 70000.00  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: RCP: M6785409RC95496, ACRN AA

600001 93061687 (20000.00)  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: M6785409RC95496

6008AA 93061687 20000.00  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: RCP: M6785409RC95496, ACRN AA

MOD 16 Funding 0.00  
 Cumulative Funding 1254865.00

MOD 17

300007 92403948 (500.00)  
 LLA :  
 AG: 97X4930 NH1D 000 77777 0 061331 2F 000000 31E40090ISTM

600007 00472499 (20000.00)  
 LLA :  
 AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31E4010ISEA1

6008AA 93061687 (20000.00)  
 LLA :  
 AL: 1791109 5050 310 67854 067443 2D 5050S9 9RC95496157S  
 Standard Number: RCP: M6785409RC95496, ACRN AA

MOD 17 Funding -40500.00  
 Cumulative Funding 1214365.00

MOD 18

400010 01162146 66000.00  
 LLA :  
 AP 97X4930 NH1D 000 77777 0 061331 2F 00000 31A4Z1005004

MOD 18 Funding 66000.00  
 Cumulative Funding 1280365.00

MOD 19

400011 01535610 65000.00  
 LLA :  
 AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

600009 01535613 7135.00  
 LLA :  
 AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

MOD 19 Funding 72135.00  
 Cumulative Funding 1352500.00

MOD 20

400012 01728454 21431.39  
 LLA :  
 AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

MOD 20 Funding 21431.39  
 Cumulative Funding 1373931.39

MOD 21

400201 01820801 71700.00

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LLA :  
AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

400202 01941583 66000.00  
LLA :  
AU 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1005011

MOD 21 Funding 137700.00  
Cumulative Funding 1511631.39

MOD 22

400203 02255253 25000.00  
LLA :  
AV 1701319 W3XC 000 RA329 0 068342 2D 000000 0291700023U0  
Standard Number: N0001410WX20007

MOD 22 Funding 25000.00  
Cumulative Funding 1536631.39

MOD 23

400204 02530643 21988.00  
LLA :  
AN: 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001611

400205 02530644 29246.00  
LLA :  
AY 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001230

600201 02530625 4000.00  
LLA :  
AW 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1C1002001

600202 02581081 9721.00  
LLA :  
AM: 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1001010

600203 02530632 4765.00  
LLA :  
AX 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1001121

MOD 23 Funding 69720.00  
Cumulative Funding 1606351.39

MOD 24

400206 03206890 25000.00  
LLA :  
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

400207 03228114 10000.00  
LLA :  
BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1124102

600204 03206895 2200.00  
LLA :  
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

600205 03228119 5000.00  
LLA :  
BA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1124102

MOD 24 Funding 42200.00  
Cumulative Funding 1648551.39

MOD 25

400208 03278502 3830.00  
LLA :  
BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A1105112

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600206 03278499 2640.00  
 LLA :  
 BB 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2A1105112

MOD 25 Funding 6470.00  
 Cumulative Funding 1655021.39

MOD 26

400209 03410488 17522.00  
 LLA :  
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

MOD 26 Funding 17522.00  
 Cumulative Funding 1672543.39

MOD 27

400210 10183644 15000.00  
 LLA :  
 BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1124104

600207 10183641 5000.00  
 LLA :  
 BC 97X4930 NH1D 000 77777 0 061331 2F 000000 31A4Z1124104

MOD 27 Funding 20000.00  
 Cumulative Funding 1692543.39

MOD 28

400211 10203926 6300.00  
 LLA :  
 BD 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1106610

MOD 28 Funding 6300.00  
 Cumulative Funding 1698843.39

MOD 29

400212 10478045 40204.00  
 LLA :  
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

600208 10478044 4000.00  
 LLA :  
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

MOD 29 Funding 44204.00  
 Cumulative Funding 1743047.39

MOD 30

400213 10822931 44699.00  
 LLA :  
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

600209 10822926 6400.00  
 LLA :  
 AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

MOD 30 Funding 51099.00  
 Cumulative Funding 1794146.39

MOD 31

400214 11086033 20000.00  
 LLA :  
 BE AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2C112TRN1  
 Appropriation 1711319

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MOD 31 Funding 20000.00  
Cumulative Funding 1814146.39

MOD 32

400215 11674767 4000.00  
LLA :  
BF 97X4930 NH1D 000 77777 0 061331 2F 000000 31A8J1101940

400216 11725309 42664.00  
LLA :  
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

600010 11715273 4200.00  
LLA :  
AZ 97X4930 NH1D 000 77777 0 061331 2F 000000 31R3K1101015

MOD 32 Funding 50864.00  
Cumulative Funding 1865010.39

MOD 33

400401 11816538 24000.00  
LLA :  
BG 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2C1120PV1

MOD 33 Funding 24000.00  
Cumulative Funding 1889010.39

MOD 34

400402 12162895 8200.00  
LLA :  
BH 97X4930 NH1D 000 77777 0 061331 2F 000000 31AGA1117741

MOD 34 Funding 8200.00  
Cumulative Funding 1897210.39

MOD 35

400403 10000.00  
LLA :  
BJ 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001011898

MOD 35 Funding 10000.00  
Cumulative Funding 1907210.39

MOD 36

400404 40000.00  
LLA :  
BK 97X4930 NH1D 260 77777 0 050120 2F 000000 A10001031684

600401 20000.00  
LLA :  
BL 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001033968

MOD 36 Funding 60000.00  
Cumulative Funding 1967210.39

MOD 37

400405 60000.00  
LLA :  
BM 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001040366

600402 8000.00  
LLA :  
BN 97X4930 NH1D 260 77777 0 050120 2F 000000 A00001040540

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MOD 37 Funding 68000.00  
Cumulative Funding 2035210.39

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

- (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 in accordance with Section B and the format defined in Attachment J4, of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hours) man hours that 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 (j) 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) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

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or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) 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.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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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 substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

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

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written

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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.

**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

=====

**KICK-OFF MEETING**

The Contractor shall coordinate with the Task Order Manager (TOM) to conduct a SOW kick-off meeting within ten working days after the award of the contract to review the statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order.

=====

**TECHNICAL GUIDANCE**

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope. Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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**MANDATORY REQUIREMENT - SECURITY**

The Contractor will be required to access classified information up to, and including SECRET, under this contract.

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Documents generated under this contract may be CLASSIFIED up to and including SECRET. Provisions of the attached contract DD Form 254 apply.

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### MANDATORY REQUIREMENT - PRE-AWARD FACILITY SECURITY CLEARANCE

(a) The resulting order will be placed with an Offeror possessing a facility security clearance issued by the Defense Investigative Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any Offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254.

### AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the service (solely determined by the Government.
3. The Government has funds for the service.

For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

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### AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

**a. Evaluation Criteria.** The evaluation criteria are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner IAW the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- How would you rate the overall performance of the contractor?

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- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from cost perspective?
- Comments

**b. Ratings.** The ratings used are:

- “1” = unsatisfactory
- “2” = marginal
- “3” = satisfactory
- “4” = good
- “5” = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria may result in the incentive not being earned.

**c. Evaluation Period.** The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

**d. Personnel.** The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official (Technical). The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor’s performance.

(2) Performance Monitors (Technical). Performance monitors monitor the contractor’s performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official (Contract Specialist administering the order). The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

**e. Interim Evaluations.** An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor’s current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

**f. End-of-Period Evaluations.** No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

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**g. Award-Term Incentive Determination.** As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

**h. Changes to the Award-Term Plan.** This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment No (J.1) involves access to and handling of classified material up to and including SECRET.

b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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NSWCPC-H07 INFORMATION SECURITY REQUIREMENTS

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

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

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#### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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## SECTION I CONTRACT CLAUSES

Applicable clauses are contained in the basic contract.

52.222-2 -- Payment for Overtime Premiums.

Payment for Overtime Premiums (Jul 1990)

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

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

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

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

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

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

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

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

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

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

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## SECTION J LIST OF ATTACHMENTS

- J1DD254 Contact Security Classification Specification, DD Form 254 (updated)
- J2CDRL Contract Data Requirements List (CDRL), DD Form 1423 (updated)