

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-05-D-4659				2. DELIVERY ORDER NO. FY01		3. EFFECTIVE DATE 2009 Mar 06		4. PURCH REQUEST NO. N00253-08-NR-55416		5. PRIORITY Unrated	
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610			CODE N00253	7. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO WA 92111-2241				CODE S0514A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
9. CONTRACTOR Kratos Government Solutions, Inc. 4810 Eastgate Mall San Diego CA 92121-1977			CODE 0WJV2	FACILITY 786250902		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381				CODE HQ0339	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Kratos Government Solutions, Inc.			Robin Reschke Business Development								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$1,599,259.72	
				By: /s/Monique A Klose				03/06/2009		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL		34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL						
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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## GENERAL INFORMATION

### AWARD INFORMATION

CLINs 4000, 4010 and 6000 are awarded for a total amount of \$1,599,259.72.

Amendments 1 – 3 are incorporated in full, by reference. Revisions from the amendment have been incorporated into this task order.

The contractor's proposal is incorporated by reference.

The Government reserves the right to exercise option item CLINs in accordance with FAR Clause 52.217-9.

Incremental Funding is provided as follows:

CLIN	ACRN	AMOUNT
4010	AA	\$45,000.00

Post Award Conference will be held 24 March 2009 in San Diego, details to be provided via email.

Transition / Phase in dates will be from 5 April 2009 through 4 May 2009.

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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
4000	BASE YEAR. Provide Support to the MK 30 Operational Sites in Hawaii and San Diego. (TBD)	1.0 Lot	██████████	██████████	██████████
4001	BASE YEAR - OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	██████████	██████████	██████████
4002	BASE YEAR - OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	██████████	██████████	██████████
4003	BASE YEAR - OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	██████████	██████████	██████████
4010	PHASE IN: In accordance with Appendice Four. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
401001	Phase In / Transition (O&MN,N)				
4100	OPTION YEAR ONE:  Provide Support	1.0 Lot	██████████	██████████	██████████

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to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option

4101	OPTION YEAR ONE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4102	OPTION YEAR ONE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4103	OPTION YEAR ONE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4200	OPTION YEAR TWO:  Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4201	OPTION YEAR TWO, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

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4202	OPTION YEAR TWO, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4203	OPTION YEAR TWO, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4300	OPTION YEAR THREE: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4301	OPTION YEAR THREE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4302	OPTION YEAR THREE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San Diego and Keyport (Attachment 15). (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4303	OPTION YEAR THREE, OPTIONAL SERVICES: Provide Support to the MK 30 Operational Sites in Hawaii, San	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

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Diego and Keyport  
(Attachment 15).  
(TBD)  
Option

4400 OPTION YEAR FOUR: 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option

4401 OPTION YEAR FOUR, 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

OPTIONAL  
SERVICES:  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and Keyport  
(Attachment 15).  
(TBD)  
Option

4402 OPTION YEAR FOUR, 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

OPTIONAL  
SERVICES:  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and Keyport  
(Attachment 15).  
(TBD)  
Option

4403 OPTION YEAR FOUR, 1.0 Lot [REDACTED] [REDACTED] [REDACTED]

OPTIONAL  
SERVICES:  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and Keyport  
(Attachment 15).  
(TBD)  
Option

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost  
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6000 BASE YEAR. 1.0 Lot [REDACTED]  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)

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- 6100 OPTION YEAR ONE.  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option
- 1.0 Lot
- 6200 OPTION YEAR TWO.  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option
- 1.0 Lot
- 6300 OPTION YEAR  
THREE.  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option
- 1.0 Lot
- 6400 OPTION YEAR  
FOUR.  
Provide Support  
to the MK 30  
Operational Sites  
in Hawaii, San  
Diego and  
Keyport. (TBD)  
Option
- 1.0 Lot

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 BACKGROUND

#### 1.1 MK 30 Target

The MK 30 Mobile Targets Mod 1 and Mod 2 are self-propelled, torpedo-shaped, underwater vehicles capable of performing preprogrammed, three-dimensional run patterns without external control. The purpose of the MK 30 Target is to provide realistic submarine simulations during comprehensive antisubmarine warfare (ASW) exercises for surface ships, submarines, and ASW aircraft. The MK 30 Target is capable of simulating the dynamic, acoustic, and magnetic characteristics of a submarine. The MK 30 Target fulfills the need for a convenient, cost-effective means for operational training of Fleet units as they demonstrate target detection, classification, trailing, and acoustic homing torpedo attack mission capabilities.

NUWC Division Keyport performs several functions for the MK 30 community, only one of which is pertinent to this Performance Work Statement, that of MK 30 Operational Site (Op Site). The Op Sites are established to prepare, maintain, schedule, and provide MK 30 Targets in support of Fleet ASW training operations. Specifically, a MK 30 Op Site accomplishes target and battery preparation and maintenance, scheduling, run plan and acoustic payload development/programming, user/range coordination, operations support, data collection, analysis and reporting, and inventory control. There are three NUWC Division Keyport MK 30 Operational Sites: Keyport, WA; Kauai, HI; and San Diego, CA. Each MK 30 Op Site supports the training ranges at their respective locations: Keyport: Dabob and Nanoose ranges; Hawaii: Pacific Missile Range Facility (PMRF) ranges and Guam; and San Diego: Southern California Offshore Range (SCORE). NUWC Division Keyport MK 30 Target Op Sites also provide MK 30 Targets in support of Pacific Fleet operations in an open ocean environment outside of the ranges listed as well as in the Western Pacific.

The ASW Target MK 30 Mod 2 program was initiated in 1992 to replace the aging MK 30 Mod 1 targets. Currently the average age of the MK 30-Mod 1 targets exceeds the planned 20 year service life and has been entered in a service life extension program (SLEP). The decision was made to stand up only one MK 30 Mod 2 site. The site chosen was the Op Site at Kauai, HI. During the transition from MK 30 Mod 1 targets to MK 30 Mod 2 targets, both variants will be operated at the Hawaii Op Site. For the foreseeable future, a small number of MK 30 Mod 1 targets will remain in Hawaii for use in support of Open Ocean and WESTPAC training exercises.

Support at the Op Site in Keyport WA will be an Optional Item and the contractor will be notified 30 days prior to the exercising of the option.

### 2.0 DESCRIPTION OF SERVICES

This Description of Services, paragraphs 2.1 through 2.4, applies to each Op Site. However, there are some functions/procedures that are specific to each Op Site which are further defined in the references listed in Appendix 2. Also, it should be noted that the Hawaii Op Site is the only site that has *both* MK 30 Mod 1 and MK 30 Mod 2 targets; applicable references should be carefully reviewed. The current

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estimate of target preparations is 50 in Keyport, 80 in San Diego and 90 in Hawaii .

## **2.1 Management.**

The contractor shall ensure that all work meets performance objectives, standards or tolerances specified or included in applicable documents. In order to meet fleet training requirements, work shall be performed within time limits specified; constraints present and schedule of customer 's operations in accordance with operations schedules provided by the government.

Through participation in an Integrated Product Team (IPT) the company will receive information that the contractor may utilize in setting milestones and performance objectives relative to specific subtasks discussed in accordance with contract and task order statement of work.

## **2.2 MK 30 Mobile Anti-Submarine Warfare Target, Operational Sites Support:**

The contractor shall provide engineering, technical and logistic support for the MK 30 target operations by preparing, operating, transporting, testing, inspecting, repairing, maintaining, and providing turnaround of the MK 30 target and its associated test, handling, and launch equipment. The contractor shall provide and perform logistics/supply/HAZMAT support relative to MK 30 target operations, including documentation, administration, hardware, software and technical library support.

## **2.3 MK 30 Operational Life-Cycle Support:**

The contractor shall perform Intermediate Maintenance Activity (IMA) pre -range and post-range shop tests, including shipping and receiving at Kauai, for the MK 30 target in accordance with (IAW) applicable references in Appendix 2. In conjunction with pre -range shop tests, prepare reports on configuration, preventive maintenance, target processing, and test/inspection actions on MK 30 hardware IAW applicable references in Appendix 2. Operational support at remote locations may be required. All travel will be identified by a Technical Instruction Letter.

**2.3.1 Preventive maintenance:** The contractor shall perform target preventive maintenance, e.g. hull maintenance, painting, and target component replacements.

**2.3.2 Launch support equipment maintenance:** The contractor shall maintain and repair MK 30 target launch support equipment, including launchers onboard range support craft (such as Torpedo Weapon Retrievers (TWRs) and Weapon Retriever Boats (WRBs)) and MK 146 helicopter launch carts. Machine shop type functions such as operation of mills and lathes may be required for the modification, maintenance and repairs of launcher equipment.

**2.3.3 Target processing:** The contractor shall complete post run procedures, including data extraction, removal of the data recorder, shaft bearing/seal, tracking system, main battery, etc. from expended targets.

**2.3.4 Target and Special Support Equipment:** The contractor shall repair, maintain, and calibrate MK 30 target equipment, MK 30 support equipment, and launch support equipment (including launch control cables).

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**2.3.5 Documentation Change Implementation:** The contractor shall document the status of hardware modifications and shall implement Field Change Instructions (FCI) and Engineering Change Proposals (ECPs). The contractor shall file required documentation.

**2.3.6 IMA pre-range and post-range shop tests:** The contractor shall prepare, turnaround, test, maintain, and inspect MK 30 target hardware. Hardware turnarounds include, but are not limited to End of Run (EOR) assemblies, A-cables, and towed array umbilical connectors. While non-routine actions are unlikely, should the need arise the Task Order Manager (TOM) will identify non-routine equipment actions in a TI Letter.

**2.3.7 Target batteries and battery related equipment:** The contractor shall maintain, charge, and turnaround MK 30 target batteries. The contractor shall maintain battery chargers, battery handling equipment and associated hardware. This includes inspection, repair, test, preventive maintenance, calibration and preparation, and distribution and retention of required documentation.

**2.3.8 Launch Master Functions:** Perform MK 30 target helicopter launch master and MK 30 surface craft launch master function. Functions include, but are not limited to: interfacing with helicopter crew or surface craft crew, loading of equipment, and providing instructions to crew for launch.

**2.3.9 Troubleshooting:** The contractor shall support MK 30 troubleshooting functions including, but not limited to: tracking and reporting status of critical asset items and analyzing Solid State Recorder (SSR) printouts. The contractor shall prepare failure and damage reports.

**2.3.10 Target logistics:** Loading - The contractor shall prepare targets for air, ground, and sea shipments as required. This includes, but is not limited to containerizing targets, placing/securing targets onto trailers for shipment via aircraft, ship and/or truck. Target shipments must be properly labeled along with the preparation of required shipping documentation. Offloading – targets will be offloaded and picked up from TWRs, aircraft, or trucks. The contractor shall operate forklifts, shop cranes, and truck cranes (San Diego), to pick up/deliver MK 30 targets within the Op Site area via a government owned truck.

**2.3.11 MK 30 handling equipment:** The contractor shall maintain and repair MK 21 dollies, target carts, and other handling equipment. The contractor shall pick up and deliver handling equipment in support of weight tests.

## **2.4 Technical Service Documentation Processing Support and Data Maintenance:**

The contractor shall process, maintain, and manage technical documentation, drawings, correspondence, messages, and memorandums IAW applicable references in Appendix 2.

**2.4.1 Data Entry:** The contractor shall provide data entry support. Typical data entry work assignments include: Technical Data System (TDS) and other data bases as applicable.

**2.4.2 Data reporting:** The contractor shall report discrepancy and logistics data into required databases and information systems, e.g. the Target Management Information System (TMIS). The contractor shall maintain target management logs, e.g. the TMIS log.

**2.4.3 Documentation and File Maintenance:** The contractor shall receive, process, reproduce, distribute, file, maintain, and distribute produced technical documentation, correspondence, messages, and

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memorandums. Typical items to be processed include: manuals, reports, correspondence, messages, viewgraphs, directives, presentations, waivers, and letters.

**2.4.4 Documentation Processing:** The contractor shall locate, retrieve, distribute, and file documentation. The contractor shall prepare requisitions for required documentation. The contractor shall file and update changes to documentation and drawings. The contractor shall retrieve documents and drawings, updated them as required, and filed as required.

**2.4.5 Record Support:** The contractor shall prepare, maintain and provide MK 30 target documentation, program database requirements, records, e.g. update and track target status and maintenance and equipment maintenance in applicable databases; prepare Technical Manual Deficiency Reports (TMDERs); prepare monthly battery shop report for the Integrated Logistic Support Agency (ILSA); update and track general and job specific training, qualifications, and certifications in the applicable databases.

**The Following two sub tasks (2.5 and 2.6) apply to the Hawaii Op Site Only**

**2.5 Equipment and Material Inventory Management Support:**

The contractor shall provide on-site technical support for MK 30 Target parts and materials in accordance with applicable references. Receive, pack/unpack, perform material inspection, handle, transport, and process shipping documentation for all incoming and outgoing material. Support includes hazardous (HAZMAT) and non-hazardous materials. Perform inventory control procedures for MK 30 Target parts and non-hazardous/hazardous materials and prepare inventory reports in accordance with applicable references. Support shall include the following:

**2.5.1** Receipt, inspection, tagging/labeling, storage, issue and ordering of equipment and materials.

**2.5.2** Maintain equipment and material inventories in government specified software

**2.5.3** Maintain shelf-life material by excessing expired and ordering new replacement material.

**2.5.4** Processing for disposal excess/surveyed equipment/material and expired shelf-life material.

**2.5.5** Equipment calibration: Maintain calibration recall system. Process equipment going to and from calibration facility.

**2.5.6** Generate and maintain associated documentation: condition records, shipping. Material requisitions support includes research, Material Safety Data Sheet (MSDS) research, and obtaining vendor quotes.

**2.5.7** Hazardous Material/Waste (HAZMAT/HAZWASTE): Maintain HAZWASTE documents to include inventory, tagging/labeling, storage, and MSDS binders. Process HAZWASTE for disposal in accordance w/ local and federal regulations.

**2.5.8** Packing and palletization of outgoing shipments.

**2.5.9 Data reporting:** The contractor shall incorporate discrepancy and logistic data on Target Management Information System (TMIS) reports and maintain the log of TMIS reports in accordance with

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references (t), (an), and (az) using reference (c) as a guide.

## **2.6 ASW Mobile Target MK 30 System Engineering Support.**

Perform engineering and operational support for the MK 30 Mod 1/Mod 2 targets for the MK 30 Op Site in Hawaii and the Western Pacific, as well as Guam. Travel will be required. The location and schedule will be provided via a TOM approved TI letter.

**2.6.1 MK 30 Program Support.** Review existing MK 30 program and identify emerging trends and other issues with potential to impact current programs. Perform on-range and off-range ASW target customer support and services for all levels of the MK 30 Target Program community, such as Fleet, TYCOM, NAVSEA, NUWC, PMRF, and FMS case customers. Provide weekly verbal briefing (assume 30 minutes in length) of discussion of emerging trends or other issues, conclusions, and recommendations. Attend conferences and meetings and provide trip reports. At no time will the contractor represent the government, their attendance is only to gather or provide information. The report shall include overview, discussion, conclusions, and recommendations (contractor's format). The location and schedule will be identified by a TOM approved TI letter. For estimating purposes, assume four reports, approximately three pages each, will be required.

**2.6.2 Engineering Change Proposals (ECP) and Technical Manual Deficiency/ Evaluation Reports (TMDER) Support.** Review, develop, maintain, troubleshoot, and perform analyses (such as failure, statistical, etc.) of ECPs and TMDERs for the MK 30 Mod 1/Mod 2 targets, ancillary equipment, and systems. This effort involves a broad range of equipment, systems, and components, of which typical examples include: target's guidance and control systems, ring laser gyro, power and propulsion systems, acoustic systems, batteries, end of run systems, global positioning system, charging systems, discharging systems, emergency shutdown systems, target weight and balance measurement equipment, target launcher systems, target databases, target hull, and vibration measurement systems. For estimating purposes, assume 8 ECPs and 20 TMDERs will be required.

**2.6.3 Provide MK 30 target technical capability and performance training.** Training subject and schedule will be provided via a TOM approved TI letter. For estimating purposes, assume 12 training sessions annually, approximately one hour in length, will be required.

**2.6.4 Perform weekly engineering planning, scheduling, expediting, coordination, and provide related documentation for operational support functions.** This effort includes advice related to procurement, facilities repairs and improvements, security, safety, quality control, environmental, target maintenance and preparation scheduling, and information technology (IT) design, maintenance, and repair.

**2.6.5 Perform at-sea engineering, recovery, and operational support for launcher systems on various surface craft.** Work assignments will be required in accordance with the MK 30 Target Operations Schedule. Travel, field work, and ship riding may be required. For estimating purposes, assume 10 at sea assignments will be required.

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### 3.0 PERFORMANCE REQUIREMENTS

The following performance requirements table summary is considered the mission critical items for performance under this contract. Only performance deficiencies that are directly attributable to contractor error are considered when measured against the performance threshold.

	<b>Performance Objective</b>	<b>Performance Threshold</b>
1.	<b>MK 30 operations run as planned, as scheduled and meet fleet operational needs.</b>	1. <b>No more than one personnel error leading to an UNSAT run per quarter.</b>
2.	<b>Procedural Compliance</b>	1. <b>Less than 3 findings of non-compliance in a quarter, and zero repeat findings.</b>
3.	<b>Provide MK 30 Turnaround and Maintenance Support</b>	1. <b>No mission impact identified.</b> 2. <b>No repetitive validated customer complaints concerning availability and performance of MK 30 targets due to contractor related actions.</b>
4.	<b>Quality Audits &amp; TARCEB Results</b>	1. <b>No major findings due to contractor related actions.</b> 2. <b>No repeat findings, major or minor due to contractor related issues.</b> 3. <b>Records are 99% accurate.</b>
5.	<b>HAZMAT/HAZWASTE</b>	1. <b>MSDS binder is complete. Inventory is 99% accurate.</b> 2. <b>Hazmat is properly labeled &amp; stored.</b> 3. <b>Hazwaste is properly disposed.</b> 4. <b>Records are 99% accurate.</b>
6.	<b>Weight and Material Handling Equipment (WHE/MHE)</b>	1. <b>WHE/MHE is 100% properly documented, maintained, and certified.</b> 2. <b>Equipment due for certification is properly segregated and identified.</b>
7.	<b>Reports</b>	1. <b>Reports are professional, concise and articulate with</b>

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		<p><b>minimal grammatical and spelling errors.</b></p> <p>2. <b>Reports are provided in a timely manner.</b></p> <p>3. <b>Reports are accurate and consistent (in form &amp; content).</b></p>
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#### **4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES**

**4.1** At this time, no GFM has been identified for transfer.

**4.2** The government will provide the contractor access to government workspaces, workstations, equipment/vehicles, documentation and information necessary for task order performance.

**4.3** When government furnished material (GFM) is determined to be advantageous to the government to transfer for contractor use, the GFM will be transferred to the contractor and returned to the Government via a DD1149. A government signature is required on the DD1149 upon return, and a copy shall be provided to the Government Property Administrator (GPA).

**4.4** Contractor procured and furnished material shall be transferred using a DD1149.

**4.5** It is not the government's responsibility to develop private contractor employees. In the event that a one time training event is required, or that training specific to the government that cannot be obtained commercially is required, a Technical Instruction Letter will be issued to the contractor.

**4.5.1** Known Government Specific Requirements:

4.5.1.1 Course Title- Transportation of Hazardous Material

4.5.1.2 Course Title- Transportation of Hazardous Material, (Refresher course)

4.5.1.3 Course Title- Hazardous Waste Operations (HAZWOPER)

4.5.1.4 Course Title- Hazardous Waste Review

4.5.1.5 Course Title- Introduction to Hazardous Waste Generation and Handling

4.5.1.6 Course Title- RCRA Hazardous Waste (Refresher course)

4.5.1.7 Course Title- Waste Accumulation Point Coordinator Training

4.5.1.8 Course Title- Waste Accumulation Point Coordinator Refresher Training

4.5.1.9 Course Title – Electro Static Discharge Training

#### **5.0 GENERAL INFORMATION**

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## **5.1 Administrative**

### **5.1.1 Property Management**

The contractor shall perform administrative services necessary to perform the work to include, but not limited to property management, quality control, maintenance of accurate and complete records, files, physical control of applicable publications, e.g., Federal, State and local regulations, codes, technical manuals and manufacturer instructions.

### **5.1.2 Management Plan**

The contractor shall establish and maintain a management program during contract performance, incorporating details of all major paragraphs of the SOW. The management plan must reflect an understanding of all tasks and performance objectives specified in this SOW and describe an approach to satisfy these requirements. As a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives, including sub contractor management.

### **5.1.3 Contractor Employees.**

The contractor shall provide necessary personnel to accomplish all contract work and services within the government specified timeframes. The contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State and local laws and regulations. Evidence of required qualifications, necessary licenses, certifications, training, experience levels and security clearances shall be supplied. Contractors must have the ability to effectively communicate (both verbally and written) to all applicable parties.

### **5.1.4 Environmental Compliance Requirements**

5.1.4.1 The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions, plans and ISO 14000 Environmental Management System. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements. The contractor shall comply with all environmental regulatory agency permit conditions and consultation requirements. The contractor shall be liable for all of their Notice of Violations (NOV), fines, penalties, and corrective actions imposed by federal, state or local environmental regulatory agencies due to the contractor's inability to comply with environmental requirements. The contractor shall provide verbal notification to the TOM and GTR within 24 hours of receiving a NOV or equivalent followed by written notification within three (3) workdays of receiving a NOV.

5.1.4.2 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to, NUWCDHINST 4110.1C, Code 90 Hazardous Material Control Program, NUWCKPTINST 4110.2A, Hazardous Material Control and Management NUWCDHINST 5090.1D, Code 90 Environmental Protection and Compliance Program, NUWCKPT Directive 5090, Environmental Program Policy and Manual, and OPNAVINST 5090.1C Environmental and Natural Resources Program Manual.

### **5.1.5 Safety.**

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The contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect. All Personal Protective Equipment for contracted employees is the responsibility of the contractor to provide.

Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91 -596. Numerous safety and health standards exist that apply to operations at NUWC Keyport and Detachments. These include but are not limited to: 29 CFR 1910 General Industry Standards, 29 CFR 1915 Maritime Standards, 29 CFR 1926 Construction Standards, WAC-296-24-14529 General Safety and Health Standards (Washington State), EM385-1-1 Safety and Health Requirements Manual (U.S. Army Corps of Engineers), Unified Facilities Guide Specifications UFGS-01 35 26 (April 2008), and the Station Occupational Safety and Health Manual (including references cited therein), and the safety documents in Appendix B. General information for contractors, including a short list of references, in the 'Occupational Safety and Health Booklet for Contractors and Visitors'; available from the Safety Department.

#### **5.1.6 Quality.**

The contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the product or services conform to the specified contract technical requirements or ISO 9001 or latest. The contractor shall provide and maintain an inspection system acceptable to the government covering the services under the contract. The contractor shall implement procedures to identify and prevent defective services from recurring. As a minimum, the contractor shall develop quality control procedures that address the areas identified in section 3.0 above.

#### **5.1.7 Required certification**

##### 5.1.7.1 General

(as required for performance of SOW subtasking)

- Forklift license
- Cat III Crane certification
- Solder certification
- Class B Drivers license,
- HazWaste transportation endorsement
- DOT hazardous waste authorization shipping certification
- Yardney Annual Battery Technology and Usage Workshop. Since both the Mod 1 and Mod 2 use Yardney Batteries, the battery charging technicians are required to attend this training one time.

#### **5.2 Technical Instruction Letters**

Based on the requirements contained in the statement of work (SOW), the contractor shall be issued

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Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated and provided by the TOM. The TI Letter may be signed electronically.

TI Letters shall be issued for the purposes of providing specific in -scope tasking requirements/clarifications. TI Letters shall not be used to change the terms and conditions of the Task Order. TI Letters shall not change, add or delete any of the requirements stated in this SOW or change the intent of the SOW. TI Letters shall not authorize Personal Services.

All changes to the SOW shall be authorized by the Contracting Officer by means of a properly executed modification. Contractors shall immediately and before taking action, notify the Contracting Officer if a TI Letter is issued which they believe changes the requirements of the SOW.

A sample TI Letter is included in Section J as an attachment.

### **5.3 Performance of Service during Emergency**

In the event of a national emergency, contractor personnel may be required to support ongoing operations.

#### **5.3.1 Emergency Requirements.**

The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall be able to respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the Task Order Manager and local GTR for the Hawaii and San Diego Regions.

#### **5.3.2 Closures**

During periods of government closure due to Acts of God, Christmas Shutdown, National Day of Mourning no direct charges will be allowed for contractor personnel unless work is performed.

### **5.4 General Administrative**

#### **5.4.1 Hours of operation**

Normal hours of operation are from 0700-1530, Monday through Friday, except Federal holidays. Alternate work schedules (such as 5-4-9 schedules) must be approved by the Task Order Manager (TOM).

#### **5.4.2 Overtime**

Overtime may be required to support emergent requirements. Approximately 1000 hours of overtime is anticipated annually. The contractor shall provide a monthly accounting of Overtime hours used with respective justification. The SeaTom will maintain oversight of OT usage in accordance with FAR 22.103 -4 (h) by monitoring the amount of OT used on a monthly basis and looking for trends in OT usage. Overtime in excess of approved amounts that is not approved in advance shall not be authorized for payment.

#### **5.4.3 Security requirements**

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5.4.3.1 **Security Classification of Equipment, Components, Spaces and Documents:** The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAV M-5510.36, DoDD 8100.02, Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid; DoN Information Security Program Manual; SECNAV M-5510.30, DoN Personnel Security Program Manual; NUWCDIVKPT 5510, Information and Personnel Security Programs; KPT Physical Security Program Manual 5530.1; and NUWCDIVKPT 5239, Information Assurance Program. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

5.4.3.2 Contractor personnel supporting this Task Order require a security clearance level of **Secret**.

5.4.3.3 **Spaces: Up to Secret**

5.4.3.4 **Equipment: Up to Secret**

5.4.3.5 **Documents: Up to Secret**

5.4.3.6 **Information Assurance:** Contractor personnel supporting this task order who require access to DoD Information Systems are required to receive and complete initial IA orientation awareness training before being granted access to the system(s), and annual IA awareness training to retain access, as required IAW DoD 8570.01-M and DoDI 8500.2 E3.3.7. Access requests to DoD IT systems will utilize OPNAV 5239/14(July 2008) SAAR-N form.

Contractor personnel requiring privileged access to DoD systems (Ex: System Administrators) are required to meet the following additional Information Assurance performance requirements. In accordance with SECNAVINST 5510.30 Paragraph 5-3, subparagraphs b(6)(a), b(6)(e), b(6)(f), b(6)(g), and Exhibit 5A, performance requirements are at the IT-1 Critical Sensitive position. The IT-1 positions require full positive adjudication of a Single Scope Background investigation. Additionally, per DOD Manual 8570-1M Tables C3.T4, C3.T5, Paragraphs C7.3.4 and AP3.1.5, performance requirements will be set at the Information Assurance Technical level (IAT) II and all training and certification specification are required to be met within 6 months for any currently contracted employee and must be met within 6 months of any newly reporting personnel being assigned.

5.4.4 Travel Requirements

All travel must be approved in advance by the TOM.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be accordance with Section D of the IDIQ contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the IDIQ contract.

### **1.0 QUALITY CONTROL**

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained and made available to the Task Order Manager (TOM) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and the procedures that will be utilized to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as the result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

### **2.0 QUALITY ASSURANCE**

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

4000	5/5/2009 - 5/4/2010
4010	4/5/2009 - 5/4/2009
6000	5/5/2009 - 5/4/2010

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

4001	5/5/2009 - 5/4/2010
4002	5/5/2009 - 5/4/2010
4003	5/5/2009 - 5/4/2010
4100	5/5/2010 - 5/4/2011
4101	5/5/2010 - 5/4/2011
4102	5/5/2010 - 5/4/2011
4103	5/5/2010 - 5/4/2011
4200	5/5/2011 - 5/4/2012
4201	5/5/2011 - 5/4/2012
4202	5/5/2011 - 5/4/2012
4203	5/5/2011 - 5/4/2012
4300	5/5/2012 - 5/4/2013
4301	5/5/2012 - 5/4/2013
4302	5/5/2012 - 5/4/2013
4303	5/5/2012 - 5/4/2013
4400	5/5/2013 - 5/4/2014
4401	5/5/2013 - 5/4/2014
4402	5/5/2013 - 5/4/2014
4403	5/5/2013 - 5/4/2014
6100	5/5/2010 - 5/4/2011
6200	5/5/2011 - 5/4/2012
6300	5/5/2012 - 5/4/2013
6400	5/5/2013 - 5/4/2014

Services to be performed hereunder will be provided at Kauai, HI and San Diego, CA.

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## SECTION G CONTRACT ADMINISTRATION DATA

### Task Order Manager

Mr. Terry Cox  
610 Dowell Street, Bdlg 82  
Keyport, WA 98345  
360-396-7658  
E-Mail: [terry.cox1@navy.mil](mailto:terry.cox1@navy.mil)

### Alternate Task Order Manager

Ms. Tammy Takeno  
1894 Wasp Blvd, Bdlg 133 (Ford Island)  
Pearl Harbor, HI 98660  
808-472-1775  
[tammy.takeno@navy.mil](mailto:tammy.takeno@navy.mil)

### CONTRACT SPECIALIST

Ms. Janet Brunson  
610 Dowell Street, Bdlg 206  
Keyport, WA 98345  
Ph: 360-315-5881  
E-Mail: [janet.brunson@navy.mil](mailto:janet.brunson@navy.mil)

### CONTRACTING OFFICER

Ms. Monique Klose  
610 Dowell Street, Bldg 206A  
Keyport, WA 98345  
380-315-2215  
Email: [monique.klose@navy.mil](mailto:monique.klose@navy.mil)

### INVOICING INSTRUCTIONS:

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payment Requests" (DFARS 252.232-7003), this task order 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> <<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> <<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/>

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<<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 locations when submitting invoices in WAWF:

WAWF Invoice Type: Cost Voucher.

Issuing Office DODAAC: See Block 5 of the task order.

Admin DODAAC: See Block 6 of the task order.

Service Acceptor/Approver DODAAC:

LPO DODAAC (if applicable): Not applicable.

Pay DODAAC: See Block 12 of the task order.

DCAA Auditor DODAAC: HAA062

CLIN/ACRN: See Section G of the task order.

Inspection Location: Destination.

Acceptance Location: Destination.

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

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

Send Additional Email Notification To: janet.brunson@navy.mil and terry.cox1@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

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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 number. Complete invoices are to be submitted to the **SEATOM** prior to submission of invoice voucher to DFAS. A complete invoice includes the following:

Break down by Geographic Location

Employee Name

Labor Category

Labor Hours

ODC Charges (travel broken down by: transportation, lodging, per diem and receipts for any charge in excess of \$75.00, miscellaneous costs.

```

Accounting Data
SLINID  PR Number      Amount
-----
401001  90634041            45000.00
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 20T000BPX20T
Phase In / Transition

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA and to the Task Order Manager.

### NAVSEA 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.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN

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assigned to the item of supply.

#### ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount (s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this task order entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

#### ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE ESTIMATED PERIOD OF PERFORMANCE

\$ \$

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this task order entitled "LIMITATION OF COST" (FAR 52.232 20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232 21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

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

#### Key Personnel:

Ron Siu - Systems Engineer, Kauai, HI  
Pat Marvil - Sr. Engineer, San Diego, CA  
Alan Neel - Program Manager

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances

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necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### H100S PERFORMANCE BASED CONTRACTING PRICE REDUCTION FIXED PRICE (AUG 2004)

The Government may reduce the fixed price of the corresponding task order line item when services are not performed or do not meet task order requirements. The Government shall provide written notification to the contractor detailing the lack of performance or non-compliance with the Performance Standards.

#### H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

#### H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

#### H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

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The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

#### HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal, at the option of the Government. The Contracting Officer shall give written notice of renewal to the Contractor by the first day of each Government fiscal year or within 30 days after funds for that fiscal year become available, whichever date is the later; provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least 30 days before this task order is to expire. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for renewal, the task order as renewed shall be deemed to include this option provision however, the total duration of this task order, including the exercise of any options under this clause, shall not exceed 24 months.

#### **H38S TECHNICAL INSTRUCTIONS (MAR 2007)**

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(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI 's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI 's may not be used to:

(1) assign work not covered by the scope of the task order (it is not a modification to the task order),

(2) direct a change as defined in the contract clause entitled "Changes",

(3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or

(4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

(1) Contract number, task order number and TI number,

(2) Effective date (if different from date of the TI),

(3) Technical directions or clarifications, stated in a clear and unambiguous fashion

(4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor

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shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

(i) As required by Clause H.11, CONTRACTOR WEBPAGE, of the basic contract, the contractor shall post TI's electronically on its webpage.

NOTE: TI'S CONTAINING A SECURITY DESIGNATION SHALL NOT BE POSTED TO THE CONTRACTOR'S WEBPAGE.

#### ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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

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

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(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 SeaPort/Task Order 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 SeaPort/Task Order 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 SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders 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 SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders 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 SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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

(k) The Contractor shall promptly notify the 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.

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(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 the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

**H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)**

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

Indus Technology, Inc.

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## SECTION I CONTRACT CLAUSES

### **252.239-7001 Information Assurance Contractor Training and Certification.**

#### INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION

(JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01 -M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

### 252.223-7002 Safety Precautions for Ammunition and Explosives (May 1994)

### 252.223-7003 Change in Place of Performance -- Ammunition and Explosives (Dec 1991)

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52.222-41 Service Contract Act (1965)

## SERVICE CONTRACT ACT WAGE ADJUSTMENT

Upon exercise of each Option Year, an updated Service Contract Act (SCA) Wage Determination will be incorporated into the task order. If incorporation of the updated SCA Wage Determination causes a cost overrun, the cost overrun shall be processed in accordance with FAR 52.232 -20, Limitation of Cost, or 52.232-22, Limitation of Funds, as applicable. Note that fee shall not be allowed for a cost overrun resulting from the incorporation of the updated SCA Wage Determination.

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## SECTION J LIST OF ATTACHMENTS

Attachment 01 - Appendix 1  
Attachment 02 - Appendix 2  
Attachment 03 - Appendix 3  
Attachment 04 - Appendix 4  
Attachment 05 - Wage Determination 2005-2058 Rev 8 SD  
Attachment 06 - Wage Determination 2005-2154 Rev 11 HI  
Attachment 07 - Wage Determination 2005-2560 Rev 11 WA  
Attachment 08 - Contractor Safety Manual  
Attachment 09 - Contractor's Guide to Environmental Compliance  
Attachment 10 - Sample Technical Instruction (TI) letter  
Attachment 11 - Reserved  
Attachment 12 - Reserved  
Attachment 13 - Reserved  
Attachment 14 - Reserved  
Attachment 15 - Optional Services