

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4659				2. DELIVERY ORDER NO. 0002		3. EFFECTIVE DATE 2010 May 03		4. PURCH REQUEST NO. Various		5. PRIORITY Unrated	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110			CODE N00178	7. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 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.				Melinda Byrd Proposal Manager							
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		\$9,879,477.00	
				By: /s/Linda R Coleman				04/30/2010		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL				
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.		
					FULL						
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

Award of N00178-05-D-4659 Task Order 0002 to Kratos Government Solutions, Inc. on their initial offer (proposal dated 5 March 2010) in response to solicitation N00024 -10-R-3032.

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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	The contractor shall provide technical services to accomplish tasking in Section C, Statement of Work (TBD)	1.0 Lot	██████████	██████████	██████████
400001	For Test and Evaluation Support (WCF)				
400002	For Range Business Office Support (WCF)				
400003	For Safety Support (WCF)				
400004	For Environmental Support (WCF)				
400005	For Safety Support (WCF)				
400006	For Environmental Support (WCF)				
4100	The contractor shall provide technical services to accomplishment tasking in Section C, Statement of Work (TBD) Option	1.0 Lot	██████████	██████████	██████████
4200	The contractor shall provide technical services to accomplish tasking in Section C, Statement of Work (TBD) Option	1.0 Lot	██████████	██████████	██████████
4300	The contractor shall provide technical	1.0 Lot	██████████	██████████	██████████

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services to
accomplish
tasking in
Section C,
Statement of Work
(TBD)
Option

4400	The contractor shall provide technical services to accomplish tasking in Section C, Statement of Work (TBD) Option	1.0 Lot	██████████	██████████	██████████
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	ODCs for CLIN 4000, Base Period (TBD)	1.0 Lot	██████████
600001	For Test and Evaluation Support (WCF)		
6100	ODCs for CLIN 4100, Option 1 (TBD) Option	1.0 Lot	██████████
6200	ODCs for CLIN 4200, Option 2 (TBD) Option	1.0 Lot	██████████
6300	ODCs for CLIN 4300, Option 3 (TBD) Option	1.0 Lot	██████████
6400	ODCs for CLIN 4400, Option 4 (TBD) Option	1.0 Lot	██████████

ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or fixed fee of the task order.

EXPEDITING ORDER CLOSEOUT (NAVSEA)(DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this task order, both the Government and the

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Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

1.0 DESCRIPTION

This Task Order is for engineering and other technical services in designing and conducting Test and Evaluation (T&E) programs for the Weapons Evaluation Division (G60) in the Engagement Systems Department at NSWCDD. This Performance Work Statement defines the specific tasks to be performed.

2.0 APPLICABLE INSTRUCTIONS

DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADVISORY 49 CFR 391.41 - 391.49
DOD MANUAL 4145.26M, DOD CONTRACTOR'S SAFETY MANUAL FOR AMMUNITION AND EXPLOSIVES, 13 MAR 2008
NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC P-300), MANAGEMENT OF CIVIL ENGINEERING SUPPORT EQUIPMENT, SEPT 2003
NAVMED P-117, ARTICLE 15, MEDICAL EXAMINATIONS
NAVSEA INSTRUCTION 8020.9C, AMMUNITION AND EXPLOSIVES PERSONNEL QUALIFICATION AND CERTIFICATION PROGRAM FOR RESEARCH, DEVELOPMENT, TEST AND EVALUATION ACTIVITIES, 27 NOV 2007
NAVSEA S0420-AA-RAD-010 (RAD-010), RADIOLOGICAL AFFAIRS SUPPORT PROGRAM MANUAL, 1 OCT 1991
NAVSEA INSTRUCTION 8020.9C, AMMUNITION AND EXPLOSIVES PERSONNEL QUALIFICATION AND CERTIFICATION PROGRAM
NAVSEA OP5, AMMUNITION & EXPLOSIVES SAFETY ASHORE, VOLUME 1
NSWCDD INSTRUCTION 5100.1D, OCCUPATIONAL SAFETY AND HEALTH PROGRAM, 15 MAR 2007
NSWCDD INSTRUCTION 8020.1, ORDNANCE OFFICER FUNCTIONS WITHIN THE NAVAL SURFACE WARFARE CENTER DAHLGREN DIVISION (NSWCDD), 8 SEPT 1997
NSWCDD INSTRUCTION 4110.2, POLLUTION PREVENTION AND HAZARDOUS MATERIAL CONTROL AND MANAGEMENT PROGRAM, 23 JUL 1996
NSWCDD INSTRUCTION 5100.3, WEIGHT HANDLING EQUIPMENT (WHE) MANAGEMENT PROGRAM, 7 NOV 2001
NSWCDD INSTRUCTION 5104.3A, CONTROL OF ELECTROMAGNETIC EMISSIONS WITH RESPECT TO ENERGETIC OPERATIONS WITHIN NSWCDD, 2 AUG 2004
NSWCDD INSTRUCTION 5726.1A, COMMUNITY INQUIRIES OR COMPLAINTS RELATED TO TEST RANGE OPERATIONS AND ORDNANCE-RELATED NOISE AND DAMAGE, 20 JUN 2008
NSWCDD INSTRUCTION 8000.2, NSWCDD ORDNANCE SAFETY AND OPERATING PROCEDURES, 4 DEC 1998
NSWCDD INSTRUCTION 8020.1B, ORDNANCE CERTIFICATION PROGRAM, 28 SEPT 2009
NSWCDD INSTRUCTION 8020.2, CERTIFICATION AND IDENTIFICATION OF INERT ORDNANCE FOR DISPLAY, TRAINING, AND OTHER PURPOSES, 10 SEPT 1997
NSWCDD INSTRUCTION 8020.3, OFF-SITE EXPLOSIVE TESTING, 10 SEPT 1997
NSWCDD INSTRUCTION 8020.4A, MONITORING OF ENERGETIC MATERIALS CONTAINING NITROCELLULOSE AND/OR NITRATE ESTERS, 22 OCT 2008
NSWCDD INSTRUCTION 8020.7B, EXPLOSIVES SAFETY SELF-ASSESSMENT (ESSA) PLAN, 3 JUN 2008
NSWCDD INSTRUCTION 8023.2 (series), OPERATING PROCEDURES POLICY, GUIDANCE, AND FORMAT FOR ENERGETIC MATERIAL OPERATIONS, 25 OCT 2005

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NSWC DL INSTRUCTION 8027.1B, EXPLOSIVE ORDNANCE DISPOSAL (EOD), 12 DEC 2005

3.0 SCOPE

The contractor shall provide technical services in designing, developing, coordinating and executing Test and Evaluation (T&E) programs for lot acceptance test (LAT), first article test (FAT), performance, characterization, lethality, vulnerability, integration, hazardous assessment, safety and other testing as required to determine/evaluate the suitability of explosive and non-explosive components and weapons systems. Efforts shall include planning, development, integration, coordination, and execution of research, development, test and evaluation efforts. Administrative responsibilities will include test documentation (test plans, risk hazard analysis, standard operating procedures, G Department Operating Procedures, Operational procedure supplements, component requests, assembly disassembly procedures/requests, and other required documents to support RDT&E efforts). In developing the required RDT&E documents the contractor shall provide design and assembly of test structures/fixtures and engineering prototypes. The contractor will also provide support in developing, maintaining, and repairing explosive test range facilities and instrumentation. All such support shall be accomplished in strict accordance with all applicable Navy and local instructions, processes, and procedures.

4.0 SPECIFIC TASKS

4.1 General

4.1.1 Programs – Test programs conducted at NSWC DL are typically performed on NSWC DL open air ranges or indoor test facilities/operating buildings.

4.1.2 Performance Location - Support required under this Task Order shall be conducted primarily at NSWC DL test and related facilities to include Potomac River Test Ranges, including the river range, the Shell House, yard craft, indoor gun bays, range control, range stations, radiographic inspection facilities, temperature and humidity facilities, integration facilities, and the Experimental Explosive Area (EEA) (Pumpkin Neck). A more detailed listing of the specific test areas/functions is provided in paragraph 9.0 of the PWS. In addition, travel may be required to support tests or investigate incidents at other sites including onboard ship. Travel is discussed in more detail in paragraph 8.0 of the PWS.

4.1.3 Safety Considerations - The Contractor shall comply with all safety requirements and procedures in performing all facets of work under this Task Order. The Contractor shall monitor and observe all test activities and personnel to ensure strict adherence and compliance to applicable standard operating procedures and safety procedures. The Contractor shall observe all applicable technical, safety, and policy requirements as applies to the handling of radioactive materials, e.g., lithium batteries, and the operation of radiation producing devices, e.g., flash x-ray equipment.

4.2 Shell House Operations

4.2.1 Typically, incoming ordnance is delivered to the Shell House for inspection and processing and is then moved to locations identified by Range Operations. The Shell House serves as the primary point of entry/exit/distribution of all ordnance related material. The Shell House also provides assembly and disassembly support during the receipt and prior to the packaging/delivery of all ordnance related materials.

4.2.2 The Contractor shall provide staff to perform Shell House functions to include mechanical engineering and analysis; missile and rocket assembly; preparing projectiles for gunfire testing; preparing for gunpowder lot certification testing; preparing for testing of missile and rocket canisters and launchers; associated test fixtures; generation and/or review of related procedures; maintaining an inventory of explosive/ordnance items; coordination of explosive/ordnance material movement to NSWC DL storage and/or test sites; and accompanying the movement of explosive/ordnance items within NSWC DL.

4.2.3 The contractor shall maintain current databases and manual records and files that reflect the location

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of explosive/ordnance items at NSWCDL. These databases shall reflect procurement information (where applicable), receipt and delivery, inventory, control, through disposition of the items. The contractor shall maintain current all applicable information in the Ordnance Information System - Retail.

4.2.4 The contractor shall either independently or part of a Government/contractor team conduct physical inventories and inspections of ammunition and explosives at NSWCDL. These inspections may be internal, done on a recurring basis as part of NSWCDL procedures, or required/conducted by external entities.

4.3 Test Planning and Coordination

4.3.1 The Contractor shall provide technical support during the planning of specific test programs. Test programs may be at the component, subsystem, or system level for a specific weapon or weapon system. This support involves coordinating with technical programs at NSWCDL as well as external customers to determine specific test requirements and desired test date(s). Upon TOM approval, it also involves providing planning estimates to customers regarding required test budget and alternative test schedules.

4.3.2 The Contractor shall develop assigned portions of test plans, procedures, and standard operating procedures (SOPs). The Government will provide the desired format and content requirements for these documents.

4.3.3 The Contractor shall maintain an on-line library of test plans, procedures, and SOPs for reference/use in future test events.

4.3.4 The Contractor shall attend test coordination meetings, provide technical inputs, and maintain a record of action items assigned. The Contractor shall formally track action item resolution and report on same at future meetings.

4.3.5 The Contractor shall technically review test plans and procedures prepared by others and provide technical recommendations for any changes to the test manager.

4.4 Test Scheduling and Conduct

The Contractor shall conduct test programs, either independently, or as part of a team consisting of Government and/or other contractor personnel, at NSWCDL facilities. These efforts shall include:

4.4.1 Maintain Schedules. The contractor shall maintain the schedule for range activities based on Government-approved inputs. This also includes updating the schedule of range activities on the NSWCDL Web Page.

4.4.2 Test fixture design, assembly, and set-up. Most tests conducted will require some type of a test fixture to hold the test item. These fixtures range from a very simple cradle rest fixture to a very complex fixture designed to hold the test item, ensure the test item is exposed to the test environment without affecting the test, and provide a restraint in event of a propulsive reaction. Test fixture design would require the use of automated drafting and design tools. Test fixture assembly could involve the contractor performing some fabrication tasks, to include welding, etc.

4.4.3 Perform receipt inspection of test hardware and ordnance. All incoming test ordnance is received from the Shell House, EEA, or external sources. Upon receipt to the test area it is inspected to verify it meets the test configuration requirement, then it is processed to be ready for testing.

4.4.4 Conduct test site preparations. This function includes, but is not limited to, some cleanup from previous testing, setup of test fixtures, setup of arenas, setup of instrumentation, setup of cameras, setup of gun systems, and target setup.

4.4.5 Setup the test and instrumentation as per the test plan and appropriate safety documents. Monitor and acquire the data as per the test plan. Process the test data in the appropriate format to the test engineer. Data measurements include but are not limited to: temperature, pressure, strain, standard video,

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still photography, high speed video, flight follower video, displacement, velocity, acceleration, dispersion, and IRIG timing.

4.4.6 Screening, handling, transport, arming, firing, and other operational functions.

4.4.7 In addition to the above, some test schedules require contractor personnel to work more than eight hours per day, and/or more than 40 -hours per week.

4.5 Test Analysis and Reporting

4.5.1 The Contractor shall collect raw test data, conduct data reduction activities, and analyze test results. This also includes the analysis of weapons vulnerability to electronic emissions, environmental considerations, and conformance to Range requirements issues.

4.5.2 The Contractor shall develop or provide formal test reports.

4.5.3 The Contractor shall maintain an electronic repository of test report for reference by the Government.

4.6 Test Facility Maintenance & Repair

4.6.1 The Contractor shall, either independently or part of a Government/contractor team, perform preventative and remedial maintenance and repair on all test assets. This maintenance and repair may include very simple tasks such as painting, lubricating, protective storage, and simple electrical repairs. The maintenance and repair may also be complex requiring disassembly of complicated equipment such as the electrodynamic vibration system, hydraulic vibration system, cascade refrigeration systems, or a gun mount such as the 5"/62 gun requiring replacement of parts or trouble shooting. Each of the facilities in Section 9.1 has some specific pieces of equipment or hardware that will require maintenance and repair.

4.6.2 The contractor shall support requirements for maintenance and repair to be performed by others, including NSF Dahlgren. This shall include identifying needed maintenance and/or repair actions, preparing necessary documentation requesting maintenance and/or repair for Government approval, coordinating with appropriate personnel to schedule necessary maintenance and/or repair and make follow -up recommendations to the Government regarding the acceptability of maintenance and/or repair performed. It also includes keeping records of all maintenance and repair performed on range facilities.

4.6.3 The contractor will provide labor, parts, and materials as required for maintenance and repair of the test ranges and support equipment/instrumentation. Each maintenance and repair effort including parts and/or material purchases will be approved by the Government.

4.6.4 Equipment calibration shall be processed through the G60 calibration lab in Building 218.

4.7 Ordnance Certification Program

4.7.1 The contractor shall provide both administrative and technical support to the NSWCDL Ordnance Certification Program. This includes such tasks as witnessing proficiency demonstrations of individuals proceeding through the program and making recommendations to appropriate Government personnel regarding the individual's qualifications, maintaining applicable records, maintaining tickler files to ensure that individuals are notified when recertification is required, and promptly notifying the Government of all overdue re-certifications.

4.7.2 The contractor shall assume administrative responsibility for contractor employees' training, medical exams, and recertification. This applies to contract employees already certified, as well as those undergoing certification.

4.7.3 The contractor shall obtain written authorization from the Commander NSWCDL, for each deviation from the provisions of NSWCDLINST 8020.1B.

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4.7.4 All contractor personnel performing tasks involving ammunition and explosives shall be approved under the Ordnance Certification Program.

4.7.5 All contractor personnel performing tasks involving ammunition and explosives shall be placed in to a mandatory drug screening program. This program will fully satisfy the requirements in the NSWCDL INSTRUCTION 8020.1B for a random drug testing program for all certified contractor personnel.

4.8 Database Maintenance and Data Management

The Contractor shall provide database development and maintenance of Government test -related databases used to track procurement, receipt and delivery, inventory, control, disposition and testing of explosives or ordnance related items as well as other items related to range operations. For all databases developed or maintained, the contractor shall develop a general design document describing database structure and contents as well as instructions for entering information into the database. All databases developed/ maintained shall remain the property of the Government.

4.9 Other Required Support

4.9.1 The Contractor shall prepare briefing and presentation materials associated with areas of performance under this Task Order. The contractor shall provide support for photographic, video documentation, data collection, technical report writing and associated tasks as required for organization of presentations.

4.9.2 The Contractor shall attend meetings related to performance under this Task Order. This includes making presentations or providing technical input as necessary, tracking action items assigned, and/or recording meeting minutes.

4.9.3 The contractor shall provide input to the IBPES system to generate stubs, based on identified Government requirements for purchases. The Contractor shall track procurements associated with NSWCDL Range Requirements in order to ensure that Code G60 remains aware of the current status of each requirement. This could include bankcard purchases, simplified acquisitions and large contracts. It may also involve making contact with NSWCDL Contracts personnel to obtain status information. The contractor may also be required to perform market research in order to identify materials best suited to meet test needs as well as potential sources for these materials.

4.9.4 The contractor shall track test program progress against Work Breakdown Structures and/or test cost estimate and report deviations from planned schedule(s).

4.9.5 The Contractor shall provide engineering, analytical, and technical support services in the areas of weapons research and development, safety, reliability and survivability of weapons systems, related test and evaluation programs, new technology assessments. Particular areas to be supported include, but are not limited to, weapons evaluation and safety, explosive and test range facilities management, test engineering, instrumentation support and maintenance, explosive test facility and equipment maintenance, grounding and bonding, and lightning protection and warning.

4.9.6 Provide technical support services and/or instruction in the training of military forces, Government civilians, and other contractor personnel on the proper use of war fighting equipment. For all training conducted, the contractor shall develop lesson plans and materials for Government review and approval prior to training. Following training, the contractor shall submit Technical Summary Reports for each training class. All training materials developed shall remain the property of the Government.

4.9.7 The Contractor may be required to provide input to facilities requirements, definition studies, and/or minor RDT&E facilities. This includes conducting test and evaluation facility utilization studies and document results in Engineering Study Reports. This also includes recommending additional commercial applications and utilization of NSWCDL T&E facilities.

4.9.8 The contractor shall participate as part of a team that will be dispatched to provide engineering, analytical, and technical support during the conduct of investigations of fleet -related incidents or problems encountered with deployed ordnance, weapons, and weapon systems. Specific tasks may include but are

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not limited to: Analysis of failed items returned from the Fleet; Fabrication and instrumentation of modified test items to facilitate data collection; Test site set-up to simulate incident environments; Technical assistance and input during investigative test operations; and/or Post -test investigative analysis.

4.9.9 The contractor shall provide access control to specific test facilities. This involves ensuring all personnel visiting the site are properly credentialed and have a valid need to visit the site, maintaining records of site visitors, requiring visitors to read applicable safety and security procedures, and ensuring no unauthorized personnel gain access to test facilities.

4.9.10 The contractor shall provide tours of test facilities as requested by the Government.

4.9.11 The contractor shall maintain control over keys to range facilities. This includes maintaining an accurate inventory of all keys, maintaining accurate records of keys that have been "signed out" to specific individuals, and conducting periodic inventories of keys that have been assigned. Report all variances identified to the Government.

4.10 Environmental Remediation Support

4.10.1 The contractor shall provide on-site ordnance support to NSWCCD G60 environmental remediation projects that include excavating soil and screening for ordnance items. The support service includes, but is not limited to, investigative trenching, data analysis, mapping, excavation and remediation of soils. The tasks require preparation of work plan for Government approval.

4.10.2 The contractor shall provide UXO (unexploded ordnance) support services (e.g. identification and removal of safe-to move UXO) and overall Site Safety Supervision during the remote mechanical excavation and sifting of potentially contaminated soils.

4.10.3 The contractor shall prepare/modify and submit UXO/Site Work Plans. UXO/Site Work Plan shall be provided to the Dahlgren IRIUXO Manager for review and final approval prior to the start of on -site work.

4.10.4 The contractor shall prepare/modify and submit site specific Health and Safety Plans. UXO Health and Safety Plans shall be provided to the Dahlgren IRIUXO Manager for review and final approval prior to the start of on-site work.

4.10.5 The contractor shall prepare Final Reports as required (NSWC Dahlgren to provide example plan/report). Final Reports shall be submitted as specified by the Dahlgren IRIUXO Manager following the completion of on-site work.

4.10.6 The contractor shall remotely observe the remote soil excavation/mechanical screening process and provide overall Site Safety Supervision during the project. Following the mechanical screening process, all material will be inspected by the contractor SUXOS for any residual UXO items or related material. If these items are located, they will be evaluated by the contractor SUXOS to determine whether they are safe to move or not. The contractor SUXOS will remove safe -to-move items to a designated location. All UXO will be reported to the EOD Detachment Dahlgren for final disposition.

4.10.7 The site work may be performed on a 10 -hour per day, 5 days per week schedule. Weekend work may be required in order to accommodate test schedules at other nearby sites. Work may be cancelled on days with poor weather or on days with conflicting range test programs.

4.10.8 The contractor, together with a Navy representative, shall inspect all material generated prior to off -site shipment.

4.10.9 Any soils determined to be contaminated will be shipped off -site for disposal with prior approval by a Navy Environmental representative.

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4.10.10 Soil sampling will be performed during pre-determined intervals at the site.

4.10.11 Inventory of located UXO shall be provided to the Dahlgren IRIUXO Manager prior to transport of the UXO to the Explosives Haz Waste storage magazines.

4.10.12 Daily Operations Journals shall be provided to the Dahlgren IRIUXO Manager on a daily basis.

4.10.13 The contractor SUXOS shall attend project meetings, record and distribute meeting minutes.

4.11 Safety and Environmental Support

4.11.1 The contractor shall provide NSWCCD Code CX8 technical expertise for analysis and program management support services for combat system safety/environmental program development; safety/environmental engineering; investigation of munitions sensitive to radio frequency (RF) emissions; investigations of environmental impacts; investigation of biological, chemical and energetic aspects of weapons development support and safety/environmental related tasks; as well as preparation for weapons systems development program planning, evaluation and performance documentation. Support services may include, but not be limited to, data base development or maintenance, development and maintenance of a safety technical library, maintaining program schedules and POA&M charts, budget tracking, development of technical reports, white papers and official correspondence, environmental planning documentation, technical manual development, and the performance of miscellaneous administrative and programmatic duties

4.11.2 The contractor shall provide safety/environmental training, inspections and financial management support with metric development as required. Document and analysis as required will be provided.

4.11.3 The contractor shall also provide meeting coordination and management support, which will include, but not be limited to the coordination, attendance and execution of technical environmental review or safety meetings. The contractor will also be responsible for the development of meeting agendas, minutes, action items, presentation material, program documents, plans and schedules. The contractor may be required to provide presentation materials, such as viewgraphs, photographs, slides or electronic equivalent.

4.11.4 The contractor shall ensure compliance with safety and environmental regulations, including OSHA, Federal, State, DoD and Navy requirements. The contractor will ensure compliance with all aspects of existing environmental permit conditions (storage of explosives and open burning/open detonation operations) and new conditions as they arise. The contractor shall ensure protection of the environment and sustainment of NSWCDL ranges through safe and sound planning and execution of RDT&E.

5.0 GOVERNMENT FURNISHED ITEMS/CONTRACTOR FURNISHED ITEMS

5.1.1 NSWCCD will provide designated storage for "safe to move" UXO, Hazardous Waste Storage magazines, heavy equipment, shakers, screens, portable personnel shelters, barricades, conveyors, transportation of UXO, soils, and scrap materials, and all other equipment and Personal Protection Equipment (PPE) required to perform the work.

5.1.2 Name/Description	Acquisition Cost
Dell Optiplex 780	\$2,500
Matlab	\$2,000
Matlab Compiler	\$5,000
Statistics Toolbox	\$1,000
Report Generator Toolbox	\$1,000
Imaging Processing Toolbox	\$1,000
Test and Measurement Toolbox	\$1,000
Signal Processing and Communications Toolbox	\$1,000
Math and Optimization Toolbox	\$1,000

5.1.3 Performance of this Statement of Work requires contractor personnel to be located in Government

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spaces on a full-time basis for many tasks.

6.0 OPERATION OF GOVERNMENT VEHICLES/VESSELS/OTHER

6.1 Government provided vehicles will be used solely for the purposes as described in the Statement of Work and any Technical Instructions of this order. All drivers must present proof of a valid state driver's license prior to operating a government vehicle.

6.2 The contractor may be required to operate government owned sea going vessels (range boats and barges) both on-site at NSWC Dahlgren and off-site at various test range locations in the performance of duties associated with the tasking of this contract. Government provided vessels will be used solely for the purposes as described in the Statement of Work and Technical Instructions of this contract. All operators must meet Section H qualifications.

6.3 The contractor shall provide licensed/qualified operators for operation of Government vehicles, to include range boat operators, as required for completion of assigned ordnance -related range operations. The contractor shall comply with NAVSEA OP-5, Ammunition and Explosives Ashore; Safety Regulations for Handling, Storing, Production, Renovation and Shipping, Change 4, 18 May 1999, Volume 1,7 13.12 as applies to Explosive Operational Areas and Administrative Use Vehicles.

6.4 The contractor shall provide licensed/qualified vehicle/equipment operators or trained riggers or hook tenders for operation of Weight Handling Equipment (WHE) as required for completion of assigned ordnance - related NSWCDD range operations.

7.0 TASK ORDER MANAGEMENT

7.1 Monthly Progress Report (CDRL A001)

7.1.1 The contractor shall submit a Monthly Progress Report by the 15th of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor, consultant, vendor data shall be current through the "as of" date of the report. The report shall be unclassified and reflect no proprietary markings; narrative information shall be in Microsoft Word. E-mail submission is encouraged. The specific format shall be pre -approved by the TOM and the Contract Specialist.

7.1.2 The Government may require the contractor to report progress at the project, work area, or Technical Instruction Level. Items to be reported on at this level will be identified at time of award. Other areas may be identified during performance.

7.1.3 Each line of funding obligated against this Task Order will have a unique subCLIN, or SLIN. These SLINs are automatically established by SeaPort -e. This can result in a situation where the same line of accounting, or ACRN, could be obligated under multiple SLINs. Invoicing is accomplished at the SLIN level within Wide Area Workflow.

7.1.4 The Monthly Progress Report shall be distributed to the TOM, the A -TOM, and the Contract Specialist in its entirety. Individual project/task leads shall be provided that section of the report that applies to their respective projects. The following information shall be provided as a minimum in the Monthly Progress Report:

7.1.5 Summary Information: The contractor shall include a summary of all funded tasks/projects/Technical Instructions (TIs) under the Task Order.

7.1.5.1 This summary shall be organized by Task Order period (Base, Option 1, etc.) and shall include the following data: Project name, TI number (if applicable), funded amount, expenditures to date, and funding balance. It is expected that as data for completed CLINs are revised due to indirect rate adjustments or

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other reasons, de-obligations of excess amounts, etc., information in this summary section shall be revised accordingly.

7.1.5.2 For both current and completed CLINs, provide tables that show ceiling hours, funded hours, and both current and cumulative hours (separately identify regular hours from UT/TTA hours) charged to the Task Order by Task Order labor category. Provide subtotals for key and non-key categories.

7.1.5.3 Following this summary expenditure information, the report shall identify the CLIN currently being performed and its period of performance. List current CLIN Task Order modifications by number, to include date issued and description. List TIs issued by number, date issued and description.

7.1.6 Information to be provided by task/project/TI: The data described below shall be provided for each project/work area/technical instruction. It is desired that there be a separate section or module for each.

7.1.6.1 Discuss efforts performed during the reporting period.

7.1.6.2 Identify any problems encountered (technical/schedule/cost) and resolutions. Specifically note if there are any unresolved problems/issues at the end of the reporting period.

7.1.6.3 Specifically state whether the task is on schedule, ahead of schedule, or behind schedule. If behind schedule, discuss what steps are being or will be taken to complete all requirements on time if possible, or provide a proposed revised schedule based on best current estimates. Note that any revisions to the delivery schedule could require advance Government approval by modification to the TI.

7.1.6.4 Provide the status of all assigned deliverables. Include title, CDRL number, due date, date delivered, applicable TI, Government point of contact, Contractor point of contact and description of deliverable(s). The final report for each contract period shall include a cumulative list of all deliverable items provided. Detail shall be the same as that provided in individual monthly reports.

7.1.6.5 Identify any open correspondence that requires either Government or Contractor action.

7.1.7 Financial and other information: It is a material requirement of this Task Order that expenditure information be current thru the "as of" date of the report for all performers (prime contractor, subcontractor, consultant, vendor). It is understood that this data may reflect higher expenditures than what has been invoiced. For example, a report for the period ending 31 Oct 2007 is expected to reflect all subcontractor expenditures in terms of hours and dollars thru 31 Oct 2007 whether or not these amounts have been invoiced to the prime contractor.

7.1.7.1 Individual project/task/TI sections or modules are required only for work being performed during the current period or CLIN.

7.1.7.2 Provide current and cumulative expenditures of both hours and dollars. Separately show expenditures by CLIN (labor and ODC). Show the amount funded and compute a funding balance.

7.1.7.3 All contractor employees direct charging to this contract shall input their time directly into the Government's DRATS system on a weekly basis for timely tracking of the expenditures on the Government's fixed price system. This is in addition to any contractor system for submitting timecards and invoices.

7.1.7.4 Provide line graphs showing cumulative expenditures of both hours and dollars. These graphs shall show planned cumulative expenditures as well as cumulative funded level(s). Planned values may not be linear and will require revision as/if plans change. Provide numerical values for all points graphed. Dollar expenditures may be rounded to the nearest dollar; quantities of labor hours may be rounded to the nearest hour.

7.1.7.5 Provide the names of all personnel charging. Organize this data by Task Order labor category and show both current and cumulative hours charged for each individual. Separately show uncompensated hours/total time accounting hours worked (if applicable). Task Order labor categories shall be identified as

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to whether they are key or non -key categories. Subtotals shall be provided for key and non -key categories as well as total current and cumulative hours. These data shall include subcontractor/ consultant hours in appropriate labor categories.

7.1.7.6 Identification of all items charged against the ODC CLIN. Include description of item, quantity, purpose, vendor, unit price, extended price and disposition.

7.1.7.7 Total expenditures shall be compared to those invoiced for the same period and differences explained. It is understood that subcontractor/consultant expenditures reported in the Monthly Progress Report will frequently be greater than the amounts invoiced.

7.2 Table of Approved Personnel (CDRL A002)

7.2.1 The contractor shall submit a monthly report showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission of the first Monthly Progress Report, 15 days after the end of the month being reported on.

7.2.2 This report shall be submitted in table format that shall show the following: Task Order labor category, individual's name, date resume submitted, date resume approved, and date removed. If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided. The specific format will be addressed at the Task Order Kick -Off meeting.

7.3 In Progress Review (IPR)(CDRL A003)

The contractor shall participate in both formal and informal IPRs of work being performed. IPRs may be conducted at the overall Task Order level or for specific projects/work areas/TIs. Reviews will be scheduled by the Government. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the contractor as to the desired content of the presentation. The contractor shall provide copies of slides presented to all attendees. An initial formal IPR is planned within 60 days of the Task Order award date and will follow an agenda agreed to by the Task Order 's TOM. Subsequent formal IPRs shall be held approximately every 90 days thereafter unless waived by the Government.

7.4 Task Prioritization Meeting

The contractor shall participate in periodic Task Prioritization Meetings with the TOM and project/work area/TI leads/points-of-contact. The purpose of these meetings is to convey the Government 's technical program test schedules and priorities and to identify corresponding project priorities. It is anticipated that these meetings will occur on at least a biweekly basis. Results of these meetings shall be reported in the Monthly Progress Report.

7.5 Technical Instruction/Project/Work Area Plan (CDRL A002)

The Government may require the contractor to submit execution plans for large and/or high visibility projects. These plans would typically include schedules, priorities, management approach, and staffing plans. Other items may be identified by technical instruction.

8.0 TRAVEL

8.1 It is anticipated that travel to the following areas may be required in support of this task: Yuma, AZ, El Paso, TX, Mayport, FL, San Diego, CA, Norfolk, VA, Portsmouth, VA, Washington, DC, Alexandria, VA, Lexington Park, MD, White Sands, NM, Kaneohe Bay, HI, Moorestown, NJ, Socorro, NM. Travel to other locations may be required.

8.2 In addition, the Contractor may be required to travel to U.S. Naval ships at other locations. The Government will make every attempt to provide the contractor with sufficient lead time to allow for travel scheduling. However, it is possible that the contractor may be required to travel with as little as 24 -hours notice.

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9.0 INDIVIDUAL TEST FACILITIES AT NSWCDL

9.1 Experimental Explosive Area (EEA-Pumpkin Neck)

Main Gate Area

- a. Target fabrication building (flame spraying velocity Screens
- b. Celotex picking building
- c. Material storage area
- d. Range residue storage area
- e. Test fixture assembly area
- f. Instrumentation Hub, workshop/Lab
- g. Weight Handling equipment area

Churchill Range

- a. Fast cook off test area
- b. Restrained rocket motor test area
- c. Personnel shelter for instrumentation and firing operations
- d. Fragment impact test area
- e. Warhead area test area
- f. Blast test area
- g. Ordnance burn/ordnance disposal area
- h. Bullet impact test area
- i. Slow cook off test area
- j. Unmanned aerial vehicle operations
- k. Flash X-ray facility
- l. Sympathetic Detonation test area

Shock and vibration area

- a. Hydraulic shaker vibration test area
- b. Electrodynamical shaker vibration test area
- c. High impact shock test area
- d. Radiographic exam area
- e. Ordnance assembly area
- f. Temperature and humidity conditioning area

Temperature and humidity area

- a. Temperature and humidity test area
- b. Salt fog test area
- c. Rain test area

Harris Range

- a. Slow cook off test area
- b. Restrained rocket motor test area
- c. Personnel shelter for instrumentation and firing operations
- d. Fragment impact test area
- e. Drop test area
- f. High impact shock test area
- g. Hot gun test area
- h. Sympathetic detonation test area

Dock area

- a. Radiographic examination area
- b. Ordnance transfer area, barge operations

9.2 Ammunition Preparation Building (Shell House)

- a. Ordnance shipping and receiving area

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- b. Ordnance assembly and disassembly area
- c. Radiographic examination area
- d. Temperature and humidity conditioning area
- e. Inert material shipping, receiving and storage area
- f. Ordnance storage area
- g. Ordnance transport area
- h. Fuze Testing facility
- i. Inventory Control

9.3 Main Range Area

Main Range

- a. Gun system test area
- b. Radar test area
- c. Explosive Operating Area, Storage, Projectile assembly area, Propelling charge assembly area
- d. Air gun test area
- e. Instrumentation Labs
- f. Barrel Operations, Inspections, Cleaning, Gauging, Bore searching, Shipping/Receiving
- g. Search and Track Sensor Test Site

Small Caliber Range

- a. Small caliber gun system test area/ Indoor Range
- b. Propelling charge test area
- c. Air gun operations
- d. Ammunition storage area
- e. Explosive Operating Area, Storage, Ammo Assemble/ Disassemble
- f. Armory IDS

Terminal Range

- a. Gun systems test area
- b. Projectile launch and recovery area
- c. Unmanned aerial vehicle operations
- d. Explosive Operating Area, Storage, Propelling Charge assemble area

Shock Tube Road

- a. Electromagnetic rail gun test area
- b. Laser Test Area
- c. RF Test Area
- d. UAV Runway

Dock Area

- a. Ammunition transfer area (barge operations)
- b. Range boat operations
- c. Boat repair area
- d. Water target assembly area

Range Control

- a. Range Stations
- b. Firing Bridges
- c. Range Operations Center
- d. Off Base Portable Range Facilities, WSMR, Yuma

10.0 DELIVERABLES

Deliverable requirements are summarized below. Copies of all deliverables, both formal and informal, shall be provided to the following distribution: TOM, A-TOM, G60 Division Head, and G65, G66, and G67 Branch Heads. Other distribution may be mutually agreed to.

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Following is a summary listing of deliverables required under this Contract. Information on this list has the same force and effect as if it were provided on a formal Contract Data Requirements List (CDRL), Form DD1423. It is anticipated that delivery of unclassified deliverables will be accomplished electronically.

CDRL No. A001
Title: CONTRACTOR'S PROGRESS, STATUS, AND MANAGEMENT REPORT
DID No. DI-MGMT-80227
Frequency: Monthly
Date of First Submission: Due 15 days after the end of the month being reported on.
Date of Subsequent Submission: Monthly thereafter
Remarks: Content to be as specified in paragraph 4.1 above. Format to be approved by the TOM and the Contract Specialist.

CDRL No. A002
Title: TECHNICAL REPORT – STUDY SERVICES CONTRACT
Subtitle: Other Management Reports (See Remarks)
DID No. DI-MISC-80508
Frequency: As required for each item.
Date of First Submission: As required for each item
Date of Subsequent Submission: As required for each item.
Remarks: Includes, but not limited to, the Table of Approved Personnel, Technical Instruction/Project/Work Area Plans; Work Breakdown Structures

CDRL No. A003
Title: PRESENTATION MATERIAL
Subtitle: In-Process Review Briefings, Technical Presentations
DID No. DI-ADMN-81373
Frequency: As required
Remarks: Delivery schedules to be established at time of Government request

CDRL No. A004
Title: TECHNICAL REPORT – STUDY SERVICES CONTRACT
DID No. DI-MISC-80508
Frequency: To be established at Task Prioritization meetings or by TI
Remarks: Includes, but not limited to: test plans, procedures, reports, standard operation procedures, miscellaneous technical reports

CDRL No. A005
Title: COMPUTER SOFTWARE PRODUCT END ITEMS
DID No. DI-MCCR-80700
Frequency: To be established at Task Prioritization meetings or by TI
Remarks: Includes all electronic databases established and/or maintained during performance

11.0 SECURITY

Some work accomplished under this Task Order will be classified up to the level of SECRET. The contractor shall maintain the capability to store information up to and including SECRET. All data generated under this Task Order shall be classified in accordance with the Contract Security Classification Specification (DD254) which is provided as an attachment to the Task Order. Classified IT processing at the SECRET level will be required.

12.0 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

12.1 The contractor shall ensure that all employees who have a NSWCCD badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this Task Order. The above requirement shall be made a part of the standard employee facility clearance

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procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their personnel requiring NSWCCD base access.

12.2 For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time, and location where the NSWCCD representative may physically remove the employee's vehicle sticker and retrieve the NSWCCD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

13.0 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

13.1 When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite 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.

13.2 When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non -working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

14.0 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA, NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

15.0 IDENTIFICATION BADGES

The contractor shall be required to obtain identification badges from the Government for all contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Contracting Officer.

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16.0 SHIPBOARD PROTOCOL

16.1 This task order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

16.2 The Contractor shall ensure its personnel adhere to these requirements when performing shipboard. Compliance shall be reported in the trip report.

16.2.1 All personnel working shipboard shall possess at least a SECRET security clearance.

16.2.2 All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.

16.2.2.1 Alarms – actual or drill

16.2.2.2 Safety – hardhats, tagouts, safety shoes, goggles, etc. as applicable.

16.2.2.3 HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.

16.2.3 The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

16.2.4 The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)(JUNE 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information

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received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

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

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM GOVERNMENT (NAVSEA)(JUN 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paidup and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twentyfive calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digitalform data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digitalform data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digitalform data as delivered, to the extent possible.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 5 March 2010 in response to NAVSEA Solicitation N00024-10-R-3032.

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(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

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.

(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

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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.

(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

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

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

MARKING OF REPORTS

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

- (1) name and business address of the Contractor
- (2) contract number

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM) designated herein.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan in Section H.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12-month period. It is also anticipated that the Government will conduct an informal evaluation review approximately midpoint through the Task Order period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the contract. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance. This includes individual Project Leads as well as the Contracting Officer.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 **Quality of Product or Service** - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of both technical and administrative reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) effectively managed the performance of subcontractors and consultants, if applicable; (e) was proactive and demonstrated initiative; and (f) remained flexible to internal or external changes.

3.2 **Schedule** - Addresses the extent to which the contractor met task order project schedules, including the need for deadline extensions at the project/work area/Technical Instruction level. "Task order schedules" is intended to address technical schedules as well as the various schedules for submission of administrative reports.

3.3 **Cost Control** - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns at both the project/work area/Technical Instruction level and the Task Order CLIN level.

3.4 **Business Relations** - Addresses the responsiveness of the contractor's management to Government concerns and needs, the effectiveness of the contractor's technical management interfaces with the Government, and the

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overall cooperativeness and receptiveness of the contractor in dealing with the Government on technical, management, and contract administration issues.

3.5 Management of Personnel- Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or subelement being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or subelement being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or subelement contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or subelement being assessed contains serious problem (s) for which the contractor's corrective actions appear or were ineffective. Regular Government intervention was necessary.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following CLINS are specified below:

CLINs 4000/6000 Base Period 3 May 2010 to 2 May 2011

CLINs 4100/6100 Option 1 3 May 2011 to 2 May 2012

CLINs 4200/6200 Option 2 3 May 2012 to 2 May 2013

CLINs 4300/6300 Option 3 3 May 2013 to 2 May 2014

CLINs 4400/6400 Option 4 3 May 2014 to 2 May 2015

Services to be performed hereunder shall be provided at the Naval Surface Warfare Center, Dahlgren Laboratory.

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable modification number, Technical Instruction Number, and Government Manager/Task Lead. This attachment will be updated with every modification that affects funding under the Task Order.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

- (a) Name: Linda R. Coleman
Code: CXS06
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-8391
FAX: (540) 653-7088
Email: linda.r.coleman@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. 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 part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

- (a) Name: Kelley Fitzsimmons
Code: CXS11-6
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7605
FAX: (540) 653-7088
E-mail: kelly.fitzsimmons@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

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Administrative Contracting Officer (ACO):

- (a) Name: DCMA San Diego
Address: 7675 Dagget Street
Suite 200
San Diego, CA 92111-2241
Phone: (858) 495-7401
E-mail: DCMASANDIEGOCASD@DCMA.MIL

Contracting Officer's Representative (COR):

- (a) Name: Revonna Waring
Address: 18323 Holden Road, Suite 234
Dahlgren, VA 22448-5100
Phone: (540) 653-7995
E-mail: revonna.d.waring@navy.mil

(b) The TOM is the PCO's appointed representative for technical matters. The TOM is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the TOM appointment letter which provides a delineation of TOM authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officer's Representative (ACOR):

- (a) Name: Carey Nicholson
Address: 6096 Tisdale Road, Suite 301
Dahlgren, VA 22448-5100
Phone: (540) 653-3263
E-mail: carey.nicholson@navy.mil

(b) The ATOM is responsible for TOM responsibilities and functions in the event that the TOM is unavailable due to leave, illness, or other official business. The ATOM is appointed by the PCO; a copy of the ATOM appointment is provided as an attachment to this Task Order.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer. The following subcontracts/consultants are approved under this Task Order:

Subcontractors

BAE Systems Technology Solutions & Services (BAE Systems)
HazTrain, Inc.
Human Factors Applications (HFA)
Lockheed Martin Services, Inc. (LMSI)

Consultants

Patrick Dunn
John Elliott Consulting
RR Digital
Gene Harris
William R. Watkins III

Ddi-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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The Payment Office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) and SubLine (SLIN) numbers shown on each individual invoice, including attached data.

Ddl-G12 POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at NSWCDD, Dahlgren, VA.

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

	<u>CLIN AMT</u>	<u>PREVIOUS FUNDING</u>	<u>FUNDS THIS ACTION</u>	<u>REVISED FUNDING</u>	<u>BALANCE UNFUNDED</u>	<u>HOURS</u>
4000	\$8,541,658	\$0	\$811,000	\$811,000	\$7,730,658	13,631
4100	\$8,626,938					
4200	\$8,610,030					
4300	\$8,429,431					
4400	\$8,506,509					
6000	\$1,337,819	\$0	\$100,000	\$100,000	\$1,337,819	
6100	\$1,461,598					
6200	\$1,464,383					
6300	\$1,467,273					
6400	\$1,470,034					

5252.232.9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract 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 contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract 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

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
CLIN AMT			
CLIN 4000	\$ 755,643	\$ 55,357	3 May 2010 - 2 May 2011

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CLIN 6000 \$ 100,000 \$ 0 3 May 2010 - 2 May 2011

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract 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 N/A are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this task order shall be the total man hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

	<u>TOTAL MANHOURS</u>	<u>COMPENSATED</u>	<u>UNCOMPENSATED</u>
Base Period (CLIN 4000)	143,638	143,638	0
Option 1 (CLIN 4100)	143,738	143,738	0
Option 2 (CLIN 4200)	141,703	141,703	0
Option 3 (CLIN 4300)	140,470	140,470	0
Option 4 (CLIN 4400)	141,872	141,872	0

(b) Of the total man-hours of direct labor set forth above, it is estimated that (see above table) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non -work locations (except as provided in paragraph (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) The level of effort for this contract shall be expended at an average rate of approximately 2762 hours per week. It is understood and agreed that the rate of man -hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man -hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man -hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes

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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:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232 - 20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232 -21), as applicable, 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company -approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee 's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee 's main office. The Government reserves the right to review the Contractor 's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor 's election to implement an alternative worksite plan.

(k) 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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PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)

(a) For purposes of this delivery order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee for level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentage of Fixed Fee to Cost shown for the applicable CLIN in Section B on each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount (s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT". If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort software computes, for the Government, separate cumulative cost and fee amounts. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

(b) The following fixed fee rates apply under the Task Order:

CLIN 4000	Base Period	7.33%
CLIN 4100	Option 1	7.33%
CLIN 4200	Option 2	7.32%
CLIN 4300	Option 3	7.32%
CLIN 4400	Option 4	7.32%

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (SEPT 2009)

(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 webbased 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

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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 documentation is available under Resources at <http://wawftraining.com>.

(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 selfregister under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must selfregister 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 location: when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

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

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	<u>N00178</u>
Admin DODAAC	<u>S0514A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N00178</u>
Service Acceptor DODAAC	<u>N00178</u>
Service Approver DODAAC	<u>N00178</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>HAA062</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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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:

Contract Specialist: kelley.fitzsimmons@navy.mil
Task Order Manager: revonna.d.waring@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 6537499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 7814815 or margaret.morgan@navy.mil.

TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)

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

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

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-5; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to the relocation.

(d) The contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available.
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancelations under nonrefundable airline tickets are reimbursable as long as the changes are driven solely by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this

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clause. The contractor is encouraged to suggest a cost -sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

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Accounting Data
SLINID  PR Number          Amount
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400001  0117011A              300000.00
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 2FG6008DVDT1

400002  0117013A              200000.00
LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 2FGCB07FMFMG

400003  01196639               66000.00
LLA :
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 27CH30ZFEQSP

400004  01196640               60000.00
LLA :
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 27CE30ZFECGS

400005  01196641               45000.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 27CH30ZFEKEQ

400006  01196642              140000.00
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 27CE30ZFEAEN

600001  0117011A              100000.00
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 2FG6008DVDT1

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BASE Funding 911000.00
Cumulative Funding 911000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at the time of proposal submission, or have an acceptable plan to meet the requirements by Task Order award. In addition, mandatory requirements must be maintained throughout the life of the Task Order. The mandatory requirements are as follows:

1. The contractor must have a current Facility Clearance at the Secret Level with Secret storage capability.
2. All individuals performing in NSWCDD spaces must possess a minimum of an interim Secret clearance.
3. Pre-Award Safety Survey. The apparently successful offeror must successfully pass a Pre -Award Safety Survey conducted by the Defense Contract Management Agency.
4. Organizational Conflict of Interest (OCI) – The Offeror shall certify compliance with the OCI clause in Section C or submit a plan to mitigate or neutralize any real or apparent conflict of interest. This plan must have been evaluated as acceptable by the Contracting Officer in order for the Offeror to be eligible for award.

REQUIREMENTS FOR SPECIAL QUALIFICATIONS/CERTIFICATIONS

a. Requirements: The requirements noted below derive from the regulations noted in paragraph 2.0 of the Section C. PWS.

(1) Government Vehicles – Contractor personnel will be required to drive government vehicles (that are not transporting ammunition or explosives), both on -site at NSWCDD and off-site in the performance of Section C tasking. A current valid state driver’s license is required for operation of vehicles up to and including 10,000 pounds gross weight and carrying less than 15 passengers. For vehicles in excess of 10,000 pounds gross weight and/or carrying more than 15 passengers, the driver must possess a current Commercial Driver ’s License (CDL).

(2) All personnel whose assigned responsibilities require the handling and/or physical interaction with ammunition and explosives must possess current certification under the NSWCDD Ordnance Certification Program as detailed in NSWCDDLINST 8020.1 (series) (Attachment J.X to this solicitation). This applies to all individuals in the Sr. Ordnance Technician and Ordnance Technician labor categories. Individuals in other categories may also be accepted into the Program during the period of performance of this Task Order.

(3) General Forklift (MHE) License: Requires (a) 24-hour course taught by a certified NAVSEA instructor; (b) Biennial Refresher taught by certified NAVSEA instructor; and (c) Current medical card per NAVMED P -117/49 CFR 391.

(4) Crane (WHE) License: requires 12 or 24-hour course taught by Navy Instructor/Navy Crane Center

(5) Explosive Forklift (MHE) License: Requires (a) 24-hour course taught by a certified NAVSEA instructor; (b) Biennial Refresher taught by certified NAVSEA instructor; and (c) Current medical card per NAVMED P -117/49 CFR 391.

(6) As provided in NSWCDDLINST 8020.1B, all personnel identified as “Explosive Vehicle Operator” shall:
(a) Successfully complete Explosive Driver’s Training (12-hour NAVSEA approved class);

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- (b) Possess a valid state Motor Vehicle Operator 's License;
- (c) Possess a valid state Commercial driver 's License (CDL) for off-station drivers;
- (d) Possess an Explosive Vehicle Operator 's License (valid for 2 years; issued by NAVFAC Transportation Division or Contractor's License Authority);
- (e) Successfully complete HAZMAT Driver Refresher training every two years (4 hours); and
- (f) Have submitted a current Medical Card per 49CFR91.

(7) As provided in NSWC DLINST 8020.1B, all personnel identified as "Material Handling Equipment Operator" shall:

- (a) Successfully complete Explosive Forklift Operator 's Training (40-hour NAVSEA approved class);
- (b) Possess an Explosives Forklift Operator 's License (issued by NAVFAC Transportation Division or Contractor 's License Authority);
- (c) Successfully complete refresher training as required by SW023 -AH-WHM-010);
- (d) Be certified for handling explosive families being moved; and
- (e) Have submitted a current Medical Card per 49CFR91.

(8) As provided in NSWC DLINST 8020.1B, all personnel identified as "Ammunition Shipment Certifier" shall:

- (a) Successfully complete Ammo 62, Technical Transportation of Hazardous Materials;
- (b) Successfully complete Ammo 51, Naval Motor Vehicle and Railcar Inspection Course (40 hours);
- (c) be designed in writing by the NSWCDD Commander; and
- (d) Complete refresher training and obtain redesignation, in writing, every two years.

(9) As provided in NSWC DLINST 8020.1B, all personnel identified as "Vehicle Inspector" shall:

- (a) Successfully complete Ammo 51, Naval Motor Vehicle and Railcar Inspection Course (40 hours);
- (b) Complete Motor Vehicle and Railroad Inspection recertification and refresher training every two years (CBT); and
- (c) Obtain recertification every two years.

(10) As provide in NSWC DLINST 8020.1B, all personnel identified as "Pneumatic Nail Gun Operators", all families, shall:

- (a) Be certified, at a minimum, as a TM2 in all explosives families;
- (b) Successfully complete NMCCED-03/07 (Blocking & Fracing of Trucks/Pneumatic Nail Gun); and
- (c) Receive annual refresher training with updates provided to the NSWC DL Explosives Safety Office.

(11) All individuals operating Range Control Boats shall have successfully completed a training program that includes:

- (a) Information concerning buoy locations in river, identification of firing range boundaries, danger areas and buoys related to distance down range in years, lines of fire, and use of range maps
- (b) Training with already-qualified range control console operator to gain understanding of responsibilities that include proper radio communication, reporting practices and procedures, public interface, etc.
- (c) Training with qualified Range Station 9 operator to gain an understanding of expectations and responsibilities
- (d) Training with qualified firing director to gain understanding of responsibilities that include communication practices, reporting practices and procedures, typical firing programs, etc.
- (e) Practical working knowledge of communication systems, prowords, phonetic alphabet, emergency communicator numbers, and relay of emergency information via radio and/or telephone.
- (f) Training on the recognizing of hazardous situations, to include civilian and commercial vessel traffic and appropriate reactions to each situation
- (g) At least one day observing a firing program at Range Control Console (B -997)
- (h) At least one day observing a firing program at Range Station 9
- (i) At least 10 days observing range control boat communicator operations onboard a range control boat
- (j) Information concerning duties/responsibilities of the range control communicator, as well as the authority he/she has for holding traffic on the range as well as information concerning the necessary steps to take in the event that verbal communication has failed to stop the traffic resulting in fouling the range.
- (k) Training with the Range Safety Director to discuss overall duties/responsibilities
- (l) Documented training in inland navigation and piloting (U.S. Coast Guard recognized boating safety course)
- (m) Successfully complete an oral review board that is chaired by the Range Safety Director.

b. Certifications: Individual labor category qualifications are identified in the following clause entitled "Labor Category Qualifications". Accomplishment of the Performance Work Statement, also requires that personnel assigned to the Task Order also possess the specialized qualifications noted above in paragraph a. above. It is

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not anticipated that any of the above specialized qualifications/certifications require a dedicated individual, nor must every individual working under the order possess a certification. An individual may possess one or more of the above certifications; multiple certifications are desired. The contractor shall provide a Key Personnel workforce consisting of Engineers and Technicians (including Sr. level individuals) which not only provides coverage across all of the above specializations, but also provides individuals with multiple certifications. As a minimum, the following coverages are desired:

Government Vehicle Driver	3 resumes
Government Vehicle Drive w/CDL	1 resumes
General Forklift (MHE) Operator License	3 resumes
Crane (WHE) Operator License	2 resumes
Explosive Forklift Operator License	3 resumes
Explosive Vehicle Operator	3 resumes
Material Handling Equipment Operator	3 resumes
Ammunition Shipment Certifier	2 resumes
Vehicle Inspector	2 resumes
Pneumatic Nail Gun Operator	2 resumes
Range Control Boat Operator	2 resumes

LABOR CATEGORY QUALIFICATIONS

1. Program Manager - A total of ten years professional technical experience that reflects the following:

a. Eight years specialized experience in the development and evaluation/testing of major weapons systems. Experience with Navy and/or Marine Corps systems is preferred.

b. Six years demonstrated Program Management experience over efforts of comparable size and complexity to this requirement. It is desired that this includes management over subcontractor efforts.

c. Quality Assurance experience including ISO 9000 programs; and life cycle planning and costing experience.

2. Senior Engineer – A total of eight years experience dealing with the concept design and engineering, and test and evaluation of weapon systems components, subsystems, and systems. Navy and/or Marine Corps related experience is preferred. The following specializations are also desired:

a. One full-time individual whose resume reflects five years Standard Missile (SM) experience including two years SM-3 test and lethality analysis experience

b. One full-time individual whose resume reflects eight years experience with foreign weapons vulnerability analysis and vulnerability test experience

c. Two full-time individuals whose resumes reflect eight years experience with U.S. Marine Corps and Navy gun and weapons test and development experience.

d. One full time individual whose resume reflect five years experience with Joint weapons test and development experience, including the 30-mm gun system.

NOTE: The above specializations may be satisfied concurrently.

3. Engineer – A total of three years experience dealing with the concept design and engineering, and test and evaluation of weapon systems components, subsystems, and systems. Navy and/or Marine Corps related experience is preferred.

4. Sr. Engineering Technician – Eight years specialized experience in the operation, test and evaluation, machining/fabrication, and/or maintenance and repair of weapons systems, subsystems, and/or components is desired. Experience with Navy and/or Marine Corps systems is preferred. It is further desired that individuals in this category possess the following specializations:

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- a. One full time resume with five years experience in weapons related safety and environmental planning.
- b. One full-time resume with five years experience in shock and vibration testing.
- c. One full-time resume reflect five years CAD experience, working with AutoCAD, Solidworks, or equivalent CAD software.

5. Engineering Technician - Two years specialized experience in the operation, test and evaluation, machining/fabrication, and/or maintenance and repair of weapons systems, subsystems, and/or components is desired. Experience with Navy and/or Marine Corps systems is preferred. It is further desired that individuals in this category possess the following specializations:

- a. One full time resume with five years experience in database development and maintenance including experience with the Sound Intensity Prediction System.

6. Sr. Ordnance Technician – Eight years specialized experience in the testing of DOD weapons systems, subsystems, and/or components is desired. This experience should include extensive experience with ammunition and explosives handling. Current Ordnance Certification is required in accordance with NSWCDLINST 8020.1B.

7. Ordnance Technician – Two years specialized experience in the testing of DOD weapons systems, subsystems, and/or components is desired. This experience should include extensive experience with ammunition and explosives handling. Current Ordnance Certification is required in accordance with NSWCDLINST 8020.1B.

8. Sr. Technical Writer – Five years experience as a technical writer/editor is required. At least three of these years shall be specialized experience with Navy and/or Marine Corps hardware systems. Full proficiency with Microsoft Office Word.

9. Technical Writer - Two years experience as a technical writer/editor is required. At least three of these years shall be specialized experience with Navy and/or Marine Corps hardware systems. Full proficiency with Microsoft Office Word.

10. Engineering Aide – One year experience that focuses on providing test support in a laboratory or field -test environment, low level data analysis, and/or related support.

11. Word Processor – Two years experience in general office work to include word processing and files/database maintenance. Proficient in the use of Microsoft Office Word and Excel.

KEY PERSONNEL

- a. To perform the requirements of the PWS , the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel are those individuals whose resumes are requested by Section L and submitted with the proposal. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl -H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels provided in this Section H are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

- b. Professional Development - Professional development includes honors, degrees, publications, professional

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licenses and certifications and similar evidence of professional accomplishments that directly impact the Offeror's ability to perform the order. The years of experience listed above are in addition to appropriate professional development. It is incumbent upon the Offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

c. Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

Ddi-H11 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 90 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 fifteen (15) days, or thirty (30) 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) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) 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 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.

(e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddi-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e -mail. E-mail submissions shall be made simultaneously to the Contract Specialist, the TOM and the A -TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) It is desired that resumes be submitted in the format required for proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an

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independent comparison of the individual's qualifications with labor category requirements.

(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.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual PWS.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

Annual Labor Escalation: 3.5% (prime)

Maximum Pass-Thru Rate: 8% (including fixed fee)

Fixed Fee: 7.5% on prime labor; 6.54% on subcontractor/consultant labor; subcontractors not to exceed 7.5%

M&S Labor: may be direct charged by BAE, HFA, and LMSI.

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort -e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

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The Government also strongly encourages the prime contractor to eliminate “double pass-thru” costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor’s pass-thru rate under this order or(ii) the subcontractor’s SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort - e.

QUALITY ASSURANCE SURVEILLANCE PLAN

1. PURPOSE

(a) This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based Task Order. The intent is to ensure that the Contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order.

(b) This Task Order provides technical services for NSWCDL testing operations conducted at Main Range and other NSWCDL facilities under the cognizance of Code G60. The resulting performance based order will have cost plus fixed fee Labor CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with four, 12-month options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

(a) The QASP is put in place to provide Government surveillance oversight of the Contractor’s efforts to assure that they are timely, effective and are delivering the results specified in the order.

(b) The Contractor’s performance on this Task Order will be evaluated by the Government as described in this QASP. The first evaluation will cover the period ending six months after date of Task Order award with successive formal evaluations being performed for each twelve -month period thereafter until the Contractor completes performance under the Task Order. For each period, the Government will evaluate the Contractor’s performance. The evaluation will encompass all work performed by the Contractor at any time during the period.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following definitions for Government resources are applicable to this plan:

4.1 Contracting Officer

4.1.1 A person duly appointed with the authority to enter into (Procuring Contracting Officer, PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO for this Task Order is identified in section G. The ACO will be designated in the resulting order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration regarding compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the Task Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor’s performance.

4.2 Contract Specialist

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4.2.1 Assigned by the Procuring Contracting Officer to provide daily administration of the Task Order.

4.2.2 Provides input to the Contracting Officer and the Task Order Manager (TOM) as to the quality of performance for areas addressed in this QASP.

4.3 Task Order Manager (TOM)

4.3.1 An individual appointed in writing by the Contracting Officer to act as their authorized representative to assist in technical administration of the Task Order. The TOM is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

4.3.2 The TOM is responsible for technical administration of the Task Order and assures proper Government surveillance of the Contractor's technical performance. The TOM provides quarterly QASP reports to the Contracting Officer, or at frequencies deemed appropriate by the Contracting Officer.

4.4 Alternate Task Order Manager (A-TOM)

4.4.1 An individual appointed in writing by the Contracting Officer to assist the TOM in technical administration of the Task Order. The A-TOM is appointed in the Task Order award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Task Order.

4.4.2 The A-TOM assists the TOM in monitoring contractor performance and providing input to the TOM for incorporation into QASP reports.

4.5 Technical Point of Contact (TPOC)

4.5.1 Subject Matter Experts who may be assigned by the TOM to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the Task Order.

4.5.2 The TPOC provides input to the TOM as to the quality of technical performance for their respective area(s) of expertise.

5. METHODS OF QUALITY ASSURANCE SURVEILLANCE

5.1 QASP - The methods of surveillance used in the administration of this QASP are identified in Tables 1, 2 and 3. The assessed performance level using this QASP will be the determining factor in the Contracting Officer's decision to exercise an option.

5.2 Contractor Performance Assessment Report System (CPARS) – The market place for engineering support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this Task Order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. For this procurement the Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

6. SCHEDULE - QASP Reviews are planned to occur based on the following schedule:

6.1 Reviews will occur quarterly for the first 12 months of performance of the Task Order Base Period, and semi-annually thereafter. Reviews covering performance on 6 months cycles after Task Order initiation are considered Formal Reviews. All other reviews are considered Informal Reviews. The Contracting Officer has the option of requiring more or less frequent Informal Reviews or Formal Reviews, based on the overall quality of the Task Order performance.

6.2 The purpose of Formal Reviews is to allow the Government to work with the Contractor to continually improve performance quality of the Task Order, and to mitigate risk to the successful performance of the Task Order by minimizing any gaps in contract performance, ensuring effective communications on Task Order performance

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quality between the Government and Contractor is effective, and by pursuing alternative contracting approaches based on performance quality requirements. Formal Reviews are intended to address performance to date for the each Task Order Period (Base, Option 1, etc.).

6.3 The purpose of Informal Reviews is to ensure two way communications between the Government and the Contractor regarding performance quality is effective, open and continuous. Informal Reviews are intended to address performance solely for those months being evaluated.

6.4 The Contracting Officer will develop preliminary Informal and Formal Reviews of the Government 's Task Order performance quality assessment and submit to the Contractor for review within 14 calendar days after the end of the performance period being evaluated. The TOM and the Contract Specialist will provide input to the Informal and Formal Reviews to the Contracting Officer within 7 calendar days after the end of the performance period being evaluated.

6.5 The Contractor shall provide a response/self -assessment of the Government's preliminary findings to the Contracting Officer with copies to the TOM and the Contract Specialist within 7 calendar days of receipt of the Government's preliminary Informal and Formal Reviews. This response/self -assessment shall, as a minimum, address those areas addressed in this QASP and any other factors the contractor feels should be taken into consideration.

6.6 After due consideration of all information received, the Contracting Officer will develop and submit to the Contractor, Contract Specialist, and TOM an Informal or Final Review of the Task Order performance quality within 7 calendar days of receipt of the Contractor 's response/self assessment.

7.0 DOCUMENTATION

In addition to providing written reports to the Contracting Officer, the TOM will maintain a complete Quality Assurance file. The file will contain copies of all reports, reviews, recommendations, and any actions related to the Government's performance of the quality assurance function. All such records will be maintained for the life of the order. The TOM shall forward these records to the Contracting Officer at termination or completion of the Task Order.

8.0 QASP DEFINITIONS AND METHODOLOGY

The tables below set forth the performance ratings, standards, incentives, and surveillance methods of the contractor that shall be provided to the Contracting Officer on an annual basis.

8.1 Performance Ratings: The Government will evaluate the contractor 's performance of the Performance Work Statement for this Task Order, and the Contracting Officer will assign one of the following ratings:

- (1) Satisfactory
- (2) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

TABLE 1: OVERALL PERFORMANCE RATINGS	
Overall Performance Rating	Standard
Satisfactory	A minimum of "Satisfactory" rating as a "Summary Performance Rating"
Unsatisfactory	A rating of "Unsatisfactory" as a "Summary Performance Rating"

8.2 Contractor Review and Input

Following assignment of the Government's preliminary performance ratings, the Contracting Officer will provide the results to the Contractor for review and comment. The Contractor's response shall be provided within 7 calendar days after receipt of the Government's preliminary assessment.

8.3 Incentive Objectives

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8.3.1 The Contracting Officer will make an incentive determination for the Task Order at the end of each evaluation period. The determination will be based upon the TOM 's recommendations and any other information deemed relevant by the Contracting Officer. The Contracting Officer will resolve disagreements between the TOM 's and Contract Specialist's recommendations and the Contractor's comments. The Contracting Officer will not exercise the next Option period if performance to date under the current period is not rated as "Satisfactory". The Contracting Officer's determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the Contractor.

8.3.2 The following tables details how incentives shall apply to performance under this order.

Table 2 – Incentive Objectives

Table 3 – Task Order Performance Evaluation Criteria and Standards

- Table 3.1 – Technical
- Table 3.2 – Staffing
- Table 3.3 – Management
- Table 3.4 – Cost
- Table 3.5 – Summary Evaluation

TABLE 2 – INCENTIVE OBJECTIVES			
Period	Acceptable Performance Definition	How Measured	Incentives
Base Period	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule in Paragraph 6.0; annually using the CPARS system covering performance to date.	(+) Meet the acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 1.
Option I	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule in Paragraph 6.0; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an Option 2. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 2.
Option II	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule in Paragraph 6.0; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an Option 3. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 3.
Option III	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule in Paragraph 6.0; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of Option 4. (-) Does not meet the acceptable performance definition as a condition for exercise of Option 4.
Option IV	Summary Performance Rating of "Satisfactory".	In accordance with the QASP Schedule in Paragraph 6.0; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

8.4 Performance Evaluation Criteria. The Contractor's performance under this Task Order will be evaluated using the criteria and standards provided for each objective, as identified in Table 3 of this clause.

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8.4.1 This performance evaluation does not replace any other requirement for evaluating Contractor performance that may be required by this Task Order such as a Contractor Performance Assessment Reporting System (CPARS) report.

9.0 QASP OBJECTIVES, STANDARDS, AND AQLs

The following tables provide the specific performance objectives, standards, acceptable quality levels (AQLs) and monitoring methods that will be used to by the Government in assessing the overall quality of the contractor 's performance under this Task Order. The AQLs are referenced to specific PWS sections of the Task Order.

9.1 The following table will be used to assess the quality of technical performance under the Task Order.

TABLE 3.1 – TASK ORDER TECHNICAL PERFORMANCE EVALUATION				
CRITERIA AND STANDARDS				
Work Area/ PWS Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
UNSATISFACTORY			SATISFACTORY	
Work products fail to meet Acceptable Quality Levels (AQLs) defined below. Deliverables are frequently late, require significant Government intervention and rework to correct.			Work products routinely meets Acceptable Quality Levels (AQLs) defined below. Deliverables are timely and routinely of acceptable quality. Necessary rework and/or Government intervention is rare.	
Work Area 4.2– Shell House Operations				
4.2.1	Shell house Operations	Deliverables are tracked, reported and delivered In Accordance With (IAW) the specification and Receipt, Storage, Issue, and Inventory (RSI&I) Standard Operation Procedure (SOP).	Minimum non-repetitive errors.	Shell house site supervisor will review quarterly for the first year and semi-annually thereafter.
4.2.2	Perform Shell house operations	Contractor provides high quality service to government in support of Shell house operations.	All operations are completed on time with minimum deficiencies.	Shell house site supervisor will review quarterly for the first year and semi-annually thereafter
4.2.3	Database management	Data is accurately entered into Government databases.	Accuracy is 100%	Shell house site supervisor will review quarterly for the first year and semi-annually thereafter
4.2.4 4.10.11 4.4.3	Conduct inventories. Perform (RSI&I)	Ensure that all inventories are properly inspected and identified. Review receiving documents for correctness, examine shipment for damage and properly identified, prepare internal receipt document, and properly store.	Configuration item forms are completed for 100% of the explosive/ordnance items received and stored.	Shell house site supervisor will review quarterly for the first year and semi-annually thereafter.
Work Area 4.3 – Test Planning and Coordination				

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4.3.1 4.9.5 4.11.1	Provide planning, engineering, analytical and technical support to test programs	Contractor makes sound engineering and technical decisions.	Contractor products do not adversely affect program, costs or schedules	Feedback for Government Test Manager
4.3.2 4.3.5	Develop and review plans, reports, procedures, SOPs	Documents are grammatically and technically correct and delivered on agreed schedule	Responsible review based on documents complexity and documents finalized in a reasonable amount of time.	Feedback from Range Safety Director (RSD), Explosive Safety Officer (ESO), Operation Safety Committee (OSC) and/or Test Manager.
4.3.3 4.5.3	Maintain electronic library	Documents and data base is current.	Continuous update.	G60 Capability Development Lead
4.3.4 4.9.1 4.9.2 4.10.13 4.11.3	Attend meetings, track resolutions	When requested attend meetings, take notes, make presentations and follow up on assigned actions items.	Meeting minutes are produced as required along with consistent meeting attendance.	Feedback from Government Test Manager

Work Area 4.4 – Test Scheduling and Conduct

4.4.1	Maintain schedules	Documents and website are grammatically and technically correct and delivered on agreed schedule	Documents are posted daily, weekly and monthly as required.	Based on Feedback from the Range Operations Branch Manager quarterly.
4.4.2	Test fixture design, assembly, setup	Contractor makes sound engineering and technical designs. All assembly and setups are properly installed within test schedules.	All setups are completed within schedule.	Feedback from Government Test Manager.
4.4.4	Test site preparations	Cleanup any previous test material, setup arenas, test fixtures, instrumentation, cameras, gun systems, and targets.	Contractor efforts do not adversely affect schedule.	Feedback from Government Test Manager.
4.4.5	Test Setup and instrumentation	Monitor and collect data on instrumentation devices.	Equipment is monitored per the test plan. Data is collected, reduced and supplied to test engineer.	Feedback from Government Test Manager.
4.4.6	Operational functions	Test items are screened to determine use for test. Material is pulled from inventory and appropriately accounted for, transported to test area. Test item is prepared for arming, armed and fired in	Contractor efforts do not adversely affect schedule.	Feedback from Government Test Manager

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		accordance with SOP.		
Work Area 4.5 Test Analysis and Reporting				
4.5.1	Collect data and analyze	Data is collected, reduced, analyzed and supplied to test engineer.	Data results reported in a timely manner.	Feedback from Government Test Manager
Work Area 4.6 – Test Facility Maintenance				
4.6.1 4.6.2	Preventative and remedial maintenance	Performs maintenance and repairs including keeping records of maintenance and repair logs.	The contractor shall perform maintenance and repairs on an as needed basis.	Feedback from Government Test Manager and/or Range Operations Branch Manager.
Work Area 4.7 – Ordnance Certification Program				
4.7.1 4.7.2	Admin and tech support to program for Ordnance Certification	Witness proficiency exams, make recommendation, maintain records, maintain tickler files, notify Government of impending re-certifications	The contractor shall provide documentation to the Government stating that certain personnel have been certified or not to perform assigned duties.	Feedback from Range Operations Branch Manager.
4.7.3	Deviations	Personnel may be certified by Command to be able to perform duties as assigned on a temporary basis.	The contractor shall provide documentation to the Government stating that certain personnel are qualified to perform assigned duties on a temporary basis.	Contractor provided information to the Government
4.7.4	Approved Ordnance Certification	Personnel are qualified to perform the duties to which they are assigned	100% of personnel have, or are in training to obtain, certification within 6 months of assignment to the workforce. The contractor shall provide documentation to the Government stating that their personnel are qualified to perform assigned duties	Contractor provided information to the Government
4.7.5	Drug Screening	Personnel are placed in a mandatory drug screening program.	The contractor shall provide documentation to the Government stating that all personnel are in a mandatory drug screening.	Contractor provided information to the Government
Work Area 4.8 – Database Maintenance and Data Management				
4.8	Database management	Data is accurately entered into Government databases.	Accuracy is 100%	Shell house site supervisor will review quarterly for the first year and semi-

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				annually thereafter
Work Area 4.9 – Other Required Support				
4.9.3 4.6.3	Input to Integrated Business Planning and Execution System (IBPES)	Input data to IBPES for purchase. Track procurements. Perform Market Research as necessary.	Procurement tracking conducted at a minimum weekly for designated purchases.	Feedback from Government Test Manager
4.9.4	Track progress	Track program status against Work Breakdown Structure.	Deficiencies or schedule slips noticed and reported weekly.	Feedback from the Government Test Manager
4.9.6 4.11.2	Provide training	Contractor may be required to train other contractor and/or government personnel concerning specialized weapons, system or safety and environmental training.	Contractor efforts do not adversely affect schedule.	Feedback from Government Test Manager.
4.9.7	Utilization studies	Provide input to facilities requirements	Conduct studies and document results in Engineering Study Reports.	G60 Capability Development Lead
4.9.8	Investigations	Provide technical assistance during investigations	Contractor inputs do not adversely affect program, costs or schedules	Feedback from the Government Test Manager
4.9.9	Access control	Contractor provides control of cleared and escorted personnel in a timely manner. Logs are maintained with personnel information, dates, times, other necessary information.	100 percent.	Government observations and review of log book.
4.9.10	Tours	Contractor shall be knowledgeable of Range Facilities and conduct tours of facilities for internal and external personnel.	Tours are conducted on agreed to schedule. All queries answered correctly.	G60 Branch Heads and/or G60 Division Head.
4.9.1	Key control	Contractor provides secure storage of keys, distributes keys to allowable personnel, and maintains log book of necessary information.	100% control of keys, locations and responsible personnel maintained.	Area Site Supervisor.
Work Area 4.10 – Environmental Remediation				
4.10.1 4.10.6	Top level Ordnance support	Provide support, soil excavation and screening, trenching, data analysis. Supply work plans.	Contractor efforts do not adversely affect schedule.	Review by the Government Remediation Manager.
4.10.2	Lower level support	Identify Unexploded Ordnance (UXO) and determine treatment. Provide Site Safety	UXO properly identified 100% of the time. Maintain daily log of UXO recovered.	Review by the Government Remediation Manager.

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		Supervision.	Contractor efforts do not adversely affect schedule.	
4.10.3 4.10.4 4.10.5	Work plans, Health and Safety Plans and Final Reports	Prepare work plans, health and Safety and Final Reports.	Responsible review based on documents complexity and documents finalized in a reasonable amount of time.	Review by the Government Remediation Manager.
4.10.8 4.10.9 4.10.10	Inspect, sample and ship material/soil	Contractor shall conduct soil sampling, inspection and shipment with a Navy representative.	Contractor efforts do not adversely affect schedule.	Review by the Government Remediation Manager.
4.10.12	Journals	Submit daily operations journals.	Provide daily.	Review by the Government Remediation Manager.
Work Area 4.11 – Safety and Environmental Office Support				
4.11.4	Compliance of safety and environmental regulations	Contractor shall ensure compliance of all safety and environmental regulations.	Minimum non-repetitive errors.	Feedback from the appropriate CX8 Technical Representative.
SUMMARY TECHNICAL PERFORMANCE RATING				
UNSATISFACTORY			SATISFACTORY	
No more than 5 of the above individual work elements are rated as Unsatisfactory, and no improvement has been noted over time by Government technical personnel.			At least 85% or 29 of above individual work elements are satisfactory. Contractor management has committed to improving any work area where performance quality has shown a descending trend.	
Task Order Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
C.3.0	As stated above by Work Area	As stated above by Work Area	As stated above by Work Area	As stated above by Work Area.

9.2 The following Table 3.2 addresses staffing aspects of Task Order performance.

TABLE 3.2: TASK ORDER STAFFING PERFORMANCE EVALUATION				
CRITERIA AND STANDARDS				
UNSATISFACTORY			SATISFACTORY	
Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. Fails to meet AQL defined below.			Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed without any adverse impact on performance. Meets AQL defined below	
Task Order Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
Section H of Task Order	Provide staff that fully meets or exceeds Section H qualifications for all labor categories. Full compliance with	New and/or substitute resumes submitted according to Task Order requirements. Table of Approved Personnel is	Range test schedules/maintenance schedules are not impacted by lack of qualified contractor personnel at 95% AQL. 100% reporting	Range schedule compliance. Government review of resumes and work products.

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	Section H clauses regarding personnel additions and/or substitutions	accurate and timely. Personnel work products are fully consistent with resume qualifications. Qualified staff is provided when needed.	compliance by month 3 of performance.	
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9.3 The following Table 3.3 addresses Management aspects of performance. In this table, the term “government” refers to both the TOM and the PCO organizations.

TABLE 3.3: TASK ORDER MANAGEMENT PERFORMANCE EVALUATION				
CRITERIA AND STANDARDS				
UNSATISFACTORY			SATISFACTORY	
Contractor fails to provide effective management of Task Order activities. Problem resolution requires significant Government intervention, contractor not responsive to Government comments/concerns, and does not communicate effectively with Government personnel.			Contractor provides effective management of Task Order activities. Little to no Government intervention required to resolve issues. Contractor takes proactive approach in dealing with the Government. Communications are clear, effective, and timely.	
Task Order Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
All Sections	Contractor implements the management approach described in their proposal. Task Order management is proactive and effective.	Contractor management (local and corporate) is responsive to Government input and/or concerns, communications are effective and Contractor is proactive rather than reactive in addressing performance issues.	Government intervention is rarely, if ever, necessary to resolve performance problems.	Continuous review by Government personnel.

9.4 The following Table 3.4 addresses Cost Performance and Reporting aspects of performance.

TABLE 3.4: TASK ORDER COST PERFORMANCE AND REPORTING EVALUATION CRITERIA AND STANDARDS				
UNSATISFACTORY			SATISFACTORY	
Contractor profile of incurred cost is higher than proposed requiring additional funding and/or cost reporting is frequently late and/or inaccurate.			Contractor cost profile at or lower than what was proposed. Cost reporting meets Task Order meets requirements, is timely and accurate.	
Task Order Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
All reported and invoiced costs.	All documentation regarding incurred costs is accurate and timely. Incurred costs are at or lower than	All required documentation meets Task Order requirements as to content and submission	Incurred cost profile no more than 3% higher than proposed cost profile. Monthly Progress Report expenditures are accurate and in accordance with	Government review of Monthly Progress Reports and Invoices.

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	estimated costs.	schedule. Incurred costs within each Task Order period at or below estimated costs.	the PWS. (100% by month 2 of Base Period performance) Reported and invoiced costs (prime and subs/consultants) are timely and accurate. (100% by month 2 of Base Period performance)	DCAA and ACO advisory information.
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9.5 Following the Government's assessment of performance based on Tables 3.1 through 3.4, a summary evaluation will be developed and used as the primary basis for determining whether or not exercise of the next option period is in the best interests of the Government.

TABLE 3.5: TASK ORDER SUMMARY PERFORMANCE EVALUATION				
CRITERIA AND STANDARDS				
UNSATISFACTORY			SATISFACTORY	
One or more performance area (Summary Technical, Staffing, Management, or Cost) rated as Unsatisfactory.			Summary Technical, Staffing, Management and Cost Performance rated as Satisfactory.	
Task Order Reference	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	QASP Typical Monitoring Method
Task Order 000X	All performance is consistent with the requirements of the contractor's SeaPort-e Contract as well as this Task Order.	Applicable contract clauses; as stated in the Task Order Schedule.	Technical, Staffing, Management and Cost aspects all rated as Satisfactory.	Government review in accordance with this QASP.

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SECTION I CONTRACT CLAUSES

52.222-41	SERVICE CONTRACT ACT OF 1965	(NOV 2007)
252.223-7002	HAZARD WARNING LABELS	(DEC 1991)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	(APR 1993)

***52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
4100	05/02/2012
4200	05/02/2013
4300	05/02/2014
4400	05/02/2015
6100	05/02/2012
6200	05/02/2013
6300	05/02/2014
6400	05/02/2015

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

SERVICE CONTRACT ACT WAGE DETERMINATION(S)

(a) Due to the nature work required by the Statement of Work, a Wage Determination has been determined to be necessary to ensure appropriate minimum wages and fringe benefits are paid to nonexempt personnel performing under this Task Order. Work under this Task Order involves performance in the Washington, DC area and Attachment J.4 provides Rev. 8 to Wage Determination No. 20052103 for the District of Columbia, Maryland, and Virginia.

(b) The following table provides a correlation between Task Order labor categories in Section H, and Wage Determination Occupation Codes shown in Attachment J.3. Offerors may find descriptions in the Service Contract Directory of Occupations which can be found at the following website:

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<http://www.dol.gov/whd/contracts/sca.htm>.

<u>Task Order Category</u>	<u>Occupation Code(s)</u>
Sr. Engineering Technician	30084, 30085, 30086
Engineering Technician	30081, 30082, 30083
Sr. Ordnance Technician	30084, 30085, 30086
Ordnance Technician	30081, 30082, 30083
Sr. Technical Writer	30462, 30463
Technical Writer	30461
Engineering Aide	01111, 21050
Word Processor	01611

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (s9 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination*

<u>Employee class</u>	<u>Approximate GS Equivalent(s)</u>
Sr. Engineering Technician	GS 11 - GS 12
Engineering Technician	GS 7 - GS 10
Sr. Ordnance Technician	GS 11 - GS 12
Ordnance Technician	GS 7 - GS 10
Sr. Technical Writer	GS 9 - GS 12
Technical Writer	GS 5 - GS 7
Engineering Aide	GS 2 - GS 3
Word Processor	GS 4 - GS 5

252.223-7003 SAFETY PROCEDURES FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) *Definition.* "Ammunition and explosives," as used in this clause—

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk,
- (ii) Ammunition;
- (iii) Rockets;
- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and

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(vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system—

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
- (ii) Flammable liquids;
- (iii) Acids;
- (iv) Oxidizers;
- (v) Powdered metals; or
- (vi) Other materials having fire or explosive characteristics.

(b) *Safety requirements.*

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M, hereafter referred to as “the manual,” in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) *Noncompliance with the manual.*

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) *Mishaps.* If a mishap involving ammunition or explosives occurs, the Contractor shall—

- (1) Notify the Contracting Officer immediately;
- (2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

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(3) Submit a written report to the Contracting Officer.

(e) *Contractor responsibility for safety.*

(1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of—

- (i) The Contractor's personnel and property;
- (ii) The Government's personnel and property; or
- (iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) *Contractor responsibility for contract performance.*

(1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) *Subcontractors.*

(1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) **NOTE:** The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to “the Government”. The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled “Change in Place of Performance--Ammunition and Explosives”.

SUBCONTRACTS

(a) Section I of the SeaPort-e MACs includes the clause at FAR 52.2442, SUBCONTRACTS (JUNE 2007) - ALTERNATE 1 (JUNE 2007). Paragraph (d) of this clause provides that the addition of any team members after award,

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the Task Order requires Contracting Officer's approval. Further, the Task Order Contracting Officer will determine the documentation to be submitted by the contractor for approval. For purposes of this order, "Contracting Officer" refers to the Procuring Contracting Officer.

(b) In addition to the information required by FAR 52.2442, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract size, type, or pricing arrangement. This shall apply to all arrangements where services are being procured and the labor hours delivered will be credited towards meeting the Section G level of effort requirements. It shall also apply to subcontracts for items of ODC over \$10,000.00.

(1) A copy of the proposed subcontractor's cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort~~e~~ rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort~~e~~ prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort~~e~~ contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(4) A copy of the prime contractor's determination of fair and reasonable price.

(c) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force efficiently or to control ODC costs. However, this type of pricing arrangement is permitted under SeaPort-e for subcontracts. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. Further, the prime contractor is strongly encouraged to ensure that the fee rate incorporated into the negotiated labor rate(s) does not exceed the SeaPort~~e~~ limitation of 8.0%. The prime contractor shall also identify the specific additional surveillance/management controls to be employed to ensure that only efficient performance methods will be employed.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$280,261.00 (including subcontractors) 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;

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(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 multishift operations or by employing additional personnel.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - Contract Security Classification Specifications

Attachment J.2 - NSWCDLINST 8020.1B

Attachment J.3 - Wage Determination

Attachment J.4 - COR Appointment letter

Attachment J.5 - A-COR Appointment letter

Attachment J.6 - ACRN correlation table