| DELIV | ERY C | RDER | | | | | | | | | FINAL |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------|--------------------------------------------------------------------------------|-------------------------------------|-----------------------------------|----------------------------------|-------------------------------|-------------------------|--------------|-------------|--------------------------------|
| 1. CONTRACT NO. 2. DELIVERY ORDER N | | | | 10. | 3. EFFECTIVE DATE 4. PURCHASE REQ | | | IASE REQUEST NO. | | | |
| N00178 | 78-04-D-4067 FY0101 | | | ORIG 06/30/2006 N002 MOD 08/03/2006 | | N00253 | 3-06-MR-58173 | | | | |
| 5. ISSUED | ВҮ | | | CODE | N00253 | | 6. ADMIN | IISTERED BY | , | COD | E S0514A |
| NUWC, KEYPORT DIVISION DIANE L KOSTELECKY 182 610 Dowell Street Keyport, WA 98345-7610 KOSTELECKYDL@KPT.NUWC.NAVY.MIL 360-315-338 | | | |)-315-338 | 34 Ext. | 7675 D | SAN DIE AGGET S EGO, CA | TREET, SI | |) | |
| 7. CONTRA | CTOR | | | CODE | 1BGW9 | | FACILI | ГҮ | 8. DELIVE | RY DATE | |
| 2243 Sar | Technolo Diego Av o, CA 92 | /e | | | | | J | | See See | | ME |
| | | | | | | | | | SET ASIDE | TYPE | |
| | | | | | | | | | 10. MAIL IN | IVOICES T | 0 |
| | | | | | | | | | See See | ction G | |
| 11. SHIP TO |) | | | | | 12. PAYME | NT WILL | BE MADE BY | | COD | E HQ0339 |
| See Section D | | | DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381 | | | | | | | | |
| 13. TYPE OF | D | X | | y order/call is | | another Gov | ernment a | gency or in ac | cordance wit | h and subje | ect to terms and conditions |
| ORDER | | | | | | | | | | | |
| | LY HAVE BE | | | | | | | HE NUMBER CONDITIONS | | | R AS IT MAY REES TO PERFORM |
| INDUS | Technol | ogy, Inc | | | | Lear Cont | | g, Directo | or of | | |
| NAME OF | CONTRAC | TOR | SIGNAT | URE | | TYPED NAME AND TITLE DATE SIGNED | | | _ | | |
| | NTING AND | APPROPRI | ATION DAT | Ά | | | | | | | |
| See Sec | tion G | | | | | | | | | | |
| 15. ITEM N | 0. | 16. SCHED | ULE OF SU | PPLIES/SER | VICES | 17. QUANT ORDERED ACCEPTED | / | 18. UNIT | 19. UNIT P | RICE | 20. AMOUNT |
| | | | | | See the | Followin | g Page | s | | | _ |
| same as qu | accepted by antity ordere | d, indicate by | y X. If | 21. UNITED | STATES O | F AMERICA | | | | | 22. TOTAL |
| | ter actual qu ered and end | | ted below | By: Carr | ie L. Ber | nder | | | 08 | /07/200 | 6 |
| | | | | | | | (| CONTRACTIN | NG/ORDERIN | IG OFFICE | R |
| SECTION | DESCRIPTI | ON | | | | SECTION | DESCRIF | PTION | | | |
| В | SUPPLIES | OR SERVIC | ES AND PR | ICES/COSTS | 3 | н | SPECIAL | CONTRACT | REQUIREM | ENTS | |
| С | DESCRIPTI | ON/SPECS/ | WORK STA | TEMENT | | | CONTRA | CT CLAUSES | 3 | | |
| D | PACKAGIN | G AND MAR | KING | | · · | J | LIST OF | ATTACHMEN | ITS | <u> </u> | |
| E | INSPECTIO | N AND ACC | EPTANCE | | | | | | | | |
| F | DELIVERIE | S OR PERF | ORMANCE | | | | | | | | |
| G | G CONTRACT ADMINISTRATION DATA | | | | | | | | | | |

| 110170-04-0-4007 110101 2 017 | CONTRACT NO. | DELIVERY ORDER NO. | PAGE |
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The purpose of this modification is to incorporate the following changes / corrections to the task order. Accordingly, said Task Order is modified as follows:

Section B:

- 1. SLINs 1002AA, 1002AB and 1002AC have been renamed to SLINs 1002-02, 1002-03 and 1002-04.
- 2. CLIN 1003 has been reduced by \$
- Labor; \$ Fee)
- 3. SLIN 1003-10 has been deleted.
- 4. SLIN 1003-11 has been deleted.
- 5. SLIN 1004-02 has been added to incrementally fund CLIN 1004.
- 6. SLIN 1004-03 has been added to incrementally fund CLIN 1004.
- 7. SLIN 1006-03 FMS Case number has been corrected to read 'FMS Case IS-ARX'.
- 8. SLIN 1006-20 has been deleted, as it was a duplicate record.
- 9. SLIN 1006-21 has been deleted, as it was a duplicate record.
- 10. SLIN 1006-22 has been deleted, as it was a duplicate record.

Section I:

The following FAR clauses have been added to Section I: 52.217-7 - Option for Increased Quantity - Separately Priced Line Item, 52.222-2 - Payment for Overtime Premiums and 52.237-3 - Continuity of Services.

Section J:

Attachment F - DD254 (Final)

Attachment I - Wage Determination No. 94-2559 REV (29)

In accordance with FAR 52.222.43, notify the Contracting Officer of any increase claims under this clause within 30 days after receiving this modification.

The following tables have been added to the General Information Section.

Modification Table

| CLIN / SLIN | AMOUNT AWARDED | | | Departments |
|-------------|-------------------|--------|-----------------------------|--------------------|
| | Previous | Change | New Total Through Mod 01 | |
| 1000 AA | | | | Phase In |
| Cost | | | | |
| Fee | | | | |
| 1001AA | | | | Base Year |
| Cost | | | | |
| Fee | | | | |
| 1001AB | | | | Option Item One |
| Cost | | | | Base Year |
| Fee | | | | |
| 1001AC | | | | Option Item Two |
| Cost | | | | Base Year |
| Fee | | | | |
| Total | | | | Labor Base Year |
| Cost | | | | |

| Fee | \$172,215.00 | N/A | \$172,215.00 | |
|-------------------|--------------|-----|-----------------------|-----------------------|
| 1001AA | 177.2,237.7 | | 7 - 7 - 7 - 7 - 7 - 7 | |
| Breakdown per | | | | |
| Department Listed | | | | |
| Below | | | | |
| 1002 | | | | Comptroller |
| Cost | | | | 1 |
| Fee | | | | |
| 1003 | | | | Resource |
| 1003 | | | | Planning |
| Cost | | | | Code 05 |
| Fee | | | | 0000 |
| 1004 | | | | MTN ENG / |
| 1004 | | | | IND OPS |
| Cost | | | | Code 30 |
| Fee | | | | |
| 1005 | | | | ISE & ILS |
| Cost | | | | Code 40 |
| Fee | | | | 2002 10 |
| 1006 | | | | Foreign |
| 1000 | | | | Military Sales |
| Cost | | | | Code 70 |
| Fee | | | | |
| 1007 | | | | UTRE |
| Cost | | | | Code 20 |
| Fee | | | | |
| 1008 | | | | NAVAIR |
| 1000 | | | | Platforms |
| Cost | | | | Code 40 |
| Fee | | | | |
| 1009 | | | | NFCS |
| Cost | | | | Code 40 |
| Fee | | | | 2000 10 |
| 1010 | | | | CLS |
| Cost | | | | Code 40 |
| | | | | Code 40 |
| Fee | | | | T |
| 1011 | | | | Logistics Agencies |
| Cost | + | | | Code 70 |
| Fee | + | | | Code /0 |
| | | | | NIANAID |
| 1012 | | | | NAVAIR Platforms |
| Cost | + | | | Code 70 |
| Fee | + | | | Code /0 |
| 1013* | + | | | NAVAIR |
| | | | | Weapons |
| Cost | | | | Force |
| | | | | Protection |
| Fee | | | | Code 70 |
| Total | | | | CLIN 1000AA |
| L | _1 | l . | | ļ |

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| Cost | \$1,999,582.00 |
|-------------|--------------------|
| Fee | \$139,971.00 |
| Grand Total | \$2,139,553.00 |
| ODC's | |
| 3000 | Phase In |
| Cost | |
| 3001AA | Base Year |
| Cost | |
| 3001AB | Option Item One |
| Cost | Base Year |
| 3001AC | Option Item Two |
| Cost | Base Year |
| Total | ODC's |

Funding Table

| SLIN | Funding ACRN | Amount Funded | Change | New Thru Mod 01 | Department |
|--------|---------------------------------------|---------------|--------|--------------------|-----------------------------------|
| 1000AA | BX | | | | Phase In |
| 1001AA | See Breakdown per department | | | | |
| 1002 | | | | | Comptroller |
| 100201 | BX | | | | Acc. Div. MIT/AP/Tot Travel |
| 1002AA | BX | | | | Acc. Div. Vendor Pay |
| 100202 | BX | | | | Acc. Div. Vendor Pay |
| 1002AB | BX | | | | Fin. Div. Funding Docs |
| 100203 | BX | | | | Fin. Div. Funding Docs |
| 1002AC | BX | | | | Com.Dpt. Fin. Systems |
| 100204 | BX | | | | Com.Dpt. Fin. Systems |
| 1003 | | | | | Resource Planning |
| 100301 | AA | | | | Program P |
| 100302 | AB | | | | Program P |
| 100303 | AC | | | | Program T |
| 100304 | AD | | | | Program T |
| 100305 | AE | | | | Program T PEO IWS |
| 100306 | AF | | | | Program A Torpedoes |

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| 10000 | 1.0 | |
|---------|--------|------------------------|
| 100307 | AG | Program A Torpedoes |
| 100308 | AH | Program A |
| | | Torpedoes |
| 100309 | AF | Program A Torpedoes |
| 100310 | AL | Program N |
| | AL | Ranges |
| 100311 | AJ | Program N Ranges |
| 1004 | | Mtn. Eng |
| | | /Ind. |
| | | Operations, Code 30 |
| 100401 | AK | Mtn. Eng |
| | | /Ind. |
| | | Operations, |
| 100402 | DV | Code 30 |
| 100402 | BY | Mtn. Eng /Ind. |
| | | Operations, |
| | | Code 30 |
| 100403 | BZ | Mtn. Eng |
| | | /Ind. |
| | | Operations, Code 30 |
| 1005 | | ISE/ILS |
| 1003 | | Code 40 |
| 100501 | AM | ISE/ILS |
| 100301 | 7 1171 | Code 40 |
| 1006 | | FMS |
| 100601 | BB | FMS-Case |
| 100.000 | P.C | AT-GOZ |
| 100602 | BC | FMS-Case TW-AJX |
| 100603 | BD | FMS-Case |
| 100000 | | IS-ARX |
| 100604 | BE | FMS-Case |
| | | JA-FBM |
| 100605 | BF | FMS Case AT-LCG |
| 100606 | BG | FMS Case |
| 100000 | | NE-GKS |
| 100607 | ВН | FMS Case |
| | | NE-BAH |
| 100608 | BJ | FMS Case |
| 100600 | DV | EG-GFI |
| 100609 | BK | FMS Case UK-GXQ |
| 100610 | BL | FMS Case |
| 100010 | | UK-GXQ |
| 100611 | BM | FMS Case |
| 100612 | DN | N4-BDO |
| 100612 | BN | FMS Case |

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| | | CN-FAP |
|--------|----|--------------------------------|
| 100613 | BP | FMS Case JA-FBM |
| 100614 | BQ | FMS Case CN-GLK |
| 100615 | BR | FMS Case CN-JRC |
| 100616 | BS | FMS Case CN-JRC |
| 100617 | BT | FMS Case CN-MHR |
| 100618 | BU | FMS Case AT-AWB |
| 100619 | BV | FMS Case NE-PPA |
| 100620 | BB | FMS Case AT-P-GOZ |
| 100621 | BC | FMS Case TW-AJX |
| 100622 | BD | FMS Case IS-ARX |
| 1007 | | UTRE - Code 20 |
| 100701 | AN | UTRE - Code 20 |
| 1008 | | NAVAIR Platforms Code 40 |
| 100801 | AP | NAVAIR Platforms Code 40 |
| 1009 | | NFCS Code 40 |
| 100901 | AQ | NFCS Code 40 |
| 100902 | AQ | NFCS Code 40 |
| 1010 | | CLS Code 40 |
| 101001 | AR | CLS Code 40 |
| 1011 | | LOG AG PROG - CA SPT |
| 101101 | AS | LOG AG PROG - CA SPT |
| 101102 | AT | Naval Aviation |
| 101103 | AU | Naval Aviation |
| 101104 | AV | Naval Aviation |

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| 101105 | AW | Maritime |
|--------|----|-------------------------------------------------|
| 101106 | AX | Maritime |
| 101107 | AY | Joint Services |
| 1012 | | NAVAIR Platforms PM |
| 101201 | BW | NAVAIR Platforms PM |
| 101202 | BW | NAVAIR Platforms FM |
| 1013 | | NAVAIR Weapons |
| 101301 | AZ | NAVAIR Weapons - Platforms |
| 101302 | BA | Littoral Mine Warfare/Force Protection |
| ODCS | | |
| 3000AA | BX | Phase In - ODCs |
| 300701 | AN | UTRE - Code 20 ODCs |
| 301001 | AR | CLS Code 40 - ODCs |
| 301101 | AS | Log AG PROG - ODC's |
| 301102 | AU | Log AG PROG - ODC's |
| 301103 | AW | Log AG PROG - ODC's |
| Totals | | |

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby decreased by from to

A conformed copy of this Task Order is attached to this modification for information purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES For Cost Type Items: 1000 Phase In/Transition Period Item Supplies/Services Qty Unit Est. Cost Fixed Fee 1000AA Phase 1.0 Lot In/Transition Period Labor to provide base services during the transition period in accordance with the Statement of Work. (WCF) For Cost Type Items: 1001 BASE YEAR Supplies/Services Qty Unit Est. Cost Fixed Fee 1001AA Base Year (OTHER) 1.0 Lot Supplies/Services Qty Unit Est. Cost Fixed Fee 1001AB Optional Services labor to provide optional services 1.0 Lot during the Base Year in accordance with the State of Work (3 Years). (TBD) Option Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 1001AC Optional Services 1.0 Lot labor to provide optional services during the Base Year in accordance with the State of Work (5 Years). (TBD) Option For Cost Type Items: 1002 Comptroller ${\tt Department}$ Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 100201 Base Year. 1.0 Lot Comptroller Department -Accounting Division. MIT/AP/TOT/Travel Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 100202 Base Year. 1.0 Lot Comptroller Department -Accounting Division - Vendor Pay. (WCF)

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| Item | Supplies/Services | Qty T | Jnit | Est. Cost | Fixed Fee | CPFF |
|--------|----------------------------------------------------------------------------------|-------|------|-----------|-----------|------|
| 100203 | Base Year. Comptroller Department - Finance Division - Funding Documents. (WCF) | 1.0 | Lot | | | |
| Item | Supplies/Services | Qty T | Jnit | Est. Cost | Fixed Fee | CPFF |
| 100204 | Base Year. Comptroller Department - Financial Systems. (WCF) | 1.0 | Lot | | | |
| Item | Supplies/Services | Qty T | Jnit | Est. Cost | Fixed Fee | CPFF |
| 1003 | Base Period. Resource Planning Department. (TBD) | 1.0 | Lot | | | |
| 100301 | Resource Planning - Program P Sub Combat Sys | | | | | |
| 100302 | Resource Planning - Program P Sub Combat Sys | | | | | |
| 100303 | Resource Planning - Program T PEO IWS | | | | | |
| 100304 | Resource Planning - Program T PEO IWS | | | | | |
| 100305 | Resource Planning - Program T PEO IWS | | | | | |
| 100306 | Resource Planning - Program A - Torpedoes | | | | | |
| 100307 | Resource Planning - Program A - Torpedoes | | | | | |
| 100308 | Resource Planning - Program A - Torpedoes | | | | | |
| 100309 | Resource Planning - Program A - Torpedoes | | | | | |
| Item | Supplies/Services | Qty T | Jnit | Est. Cost | Fixed Fee | CPFF |
| 1004 | Base Year. Maintenance, Engineering & Industrial Operations Department. (O&MN,N) | 1.0 | Lot | | | |
| 100401 | 30B Business Office Support | | | | | |
| 100402 | Mod 01: Incremental Funding. Mtn Eng /Ind. Spt Code 30 | | | | | |
| 100403 | Mod 01: Incremental Funding. Mtn Eng /Ind. Spt Code 30 | | | | | |
| Item | Supplies/Services | Qty T | Jnit | Est. Cost | Fixed Fee | CPFF |

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| 110017001 B 1007 | 1 10101 | 0 01 10 |

| 1005 | Base Year. In-Service Engineering & Integrated Logistics Support Department. (WCF) | | 1.0 Lot | | | | |
|--------|------------------------------------------------------------------------------------|-----|---------|--------|------|-----------|------|
| 100501 | ISE / ILS Code 40 | | | | | | |
| Item | Supplies/Services | Qty | Unit | Est. (| Cost | Fixed Fee | CPFF |
| | Base Year. Foreign Military Sales. (FMS Case #AT-P-G OZ) | | 1.0 Lot | | | | |
| 100601 | Base Period. FMS - Case AT-GOZ | | | | | | |
| | Base Period. FMS - Case TW-AJX | | | | | | |
| 100603 | Base Period. FMS - Case IS-ARX | | | | | | |
| 100604 | Base Period. FMS - Case JA-FBM | | | | | | |
| | Base Period. FMS - AT-LCG | | | | | | |
| | Base Period. FMS - NE-GKS | | | | | | |
| 100607 | Base Period. FMS - NE-BAH | | | | | | |
| | Base Period. FMS - EG-GFI | | | | | | |
| | Base Period. FMS - UK-GXQ | | | | | | |
| 100610 | Base Period. FMS - UK GXQ | | | | | | |
| | Base Period. FMS - N4-BDO | | | | | | |
| | Base Period. FMS - CN-FAP | | | | | | |
| 100613 | Base Period. FMS - JA-FBM | | | | | | |
| 100614 | Base Period. FMS - CN-GLK | | | | | | |
| 100615 | Base Period. FMS - CN JRC | | | | | | |
| | Base Period. FMS CN-JRC | | | | | | |
| 100617 | Base Period. FMS CN-MHR | | | | | | |
| | Base Period. FMS AT-AWB | | | | | | |
| | Base Period. FMS NE-PPA | | | | | | |
| Item | Supplies/Services | Qty | Unit | Est. 0 | Cost | Fixed Fee | CPFF |
| 1007 | Base Period. Underwater Tracking Range Equipment Project. (WPN) | | 1.0 Lot | | | | |
| 100701 | UTRE Code 20 | | | | | | |
| Item | Supplies/Services | Qty | Unit | Est. (| Cost | Fixed Fee | CPFF |

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| 1008 | Base Period. NAVAIR Platforms Project. (O&MN,N) | 1.0 Lot | | | |
|--------|-----------------------------------------------------------------|----------|-----------|-----------|------|
| | NAVAIR Platforms Project | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 1009 | Base Period. Naval Fires Control System Project. (OPN) | 1.0 Lot | | | |
| 100901 | NFCS - Code 40 | | | | |
| 100902 | NFCS - Code 40 | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 1010 | Base Period. Centralized Logistics Support. (WPN) | 1.0 Lot | | | |
| 101001 | CLS Code 40 | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 1011 | Base Period. Logistics Agencies Program. (WCF) | 1.0 Lot | | | |
| 101101 | Base Period. Logistics Agencies Program. CA Support. | | | | |
| | Base Period. Naval Aviation. | | | | |
| 101103 | Base Period. Logistics Agency - Naval Aviation. | | | | |
| 101104 | Base Period. Logistics Agency. Naval Aviation. | | | | |
| 101105 | Base Period. Logistics Agency - Maritime | | | | |
| | Base Period. Logistics Agencies - Maritime. | | | | |
| 101107 | Base Year. Logistics Agency - Joint Services. | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 1012 | Base Period. NAVAIR Platform Program. (O&MN,N) | 1.0 Lot | | | |
| | NAVAIR PLATFORMS PM | | | | |
| 101202 | NAVAIR PLATFORMS FM | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 1013 | Base Period. NAVAIR Weapons Program. (O&MN,N) | 1.0 Lot | | | |
| 101301 | | | | | |

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101302

For Cost Type Items: 1100 Option Year One Services Unit Est. Cost Fixed Fee CPFF Item Supplies/Services Qty 1100AA Option Year One 1.0 Lot Services Labor to provide the base services during Option Year One in accordance with the Statement of Work. (TBD) Option Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 1100BA Optional 1.0 Lot Services Option Year One Labor to provide optional services during Option Year One in accordance with the Statement of Work (3 Years). (TBD) Option lies/Services Qty Unit Est. Cost Fixed Fee CPFF Item Supplies/Services Qty 1100CA Optional 1.0 Lot Services
Option Year One
Labor to provide
optional services during Option Year One in accordance with the Statement of Work (5 Years). (TBD) Option For Cost Type Items: 1200 Option Year Two Services Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 1200AA Option Year Two 1.0 Lot Services Labor to provide the base services during Option Year Two in accordance with the Statement of Work. (TBD) Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF 1200BA Optional Services 1.0 Lot Option Year Two Labor to provide optional services during Option Year Two in accordance with

the Statement of Work (3 Years). (TBD)

Option

| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------|
| 1200CA | Optional Services Option Year Two Labor to provide optional services during Option Year Two in accordance with the Statement of Work (5 Years). (TBD) Option | 1.0 Lot | | | |
| For Co | st Type Items: | | | | |
| 4300 | Option Year Three Services | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 4300AA | Option Year Three Services Labor to provide services during Option Year Three in accordance with the Statement of Work. (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | Fixed Fee | CPFF |
| 4300BA | Optional Services Option Year Three Labor to provide optional services during Option Year Three in accordance with the Statement of Work (3 Years). (TBD) Option | 1.0 Lot | | | |
| | Supplies/Services | | | Fixed Fee | CPFF |
| 4300CA | Optional Services Option Year Three Labor to provide optional services during Option Year Three in accordance with the Statement of Work (5 Years). (TBD) Option | 1.0 LH | | | |
| For OD | C Items: | | | | |
| Item | Supplies/Services | Qty Unit | Est. Cost | | |
| 3000 | Phase In/Transition ODCs | | | | |
| 3000AA | Phase In/Transition ODC and Travel (IAW Joint Travel Regulation) for base services. (WCF) | 1.0 Lot | | | |

For ODC Items:

Item Supplies/Services Qty Unit Est. (Unit Est. Cost

1.0 Lot

3001 Base Year ODCs

3001AB Base Year Optional ODC and Travel in (IAW Joint Travel Regulation) for

optional services (3 Years). (TBD)

Option

3001AC Base Year Optional ODC and 1.0 Lot

Travel in (IAW Joint Travel Regulation) for optional services (5 Years). (TBD) Option

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

30020

3002AD 1.0 Lot

Base Year. Resource Planning Department -ODCs. (TBD) 3003 1.0 Lot

3007 Base Period. 1.0 Lot Underwater Tracking Range -ODCs. (WPN)

300701 UTRE - ODC's

3009 Base Period. 1.0 Lot Naval Fires Control System Project - ODCs.

(TBD)

3010 Base Period. 1.0 Lot Centralized

Logistics Support - ODCs. (WPN)

301001

3011 Base Period. 1.0 Lot

Logistics Agencies Program - ODCs. (WCF)

301101

301102

301103

Base Period. NAVAIR Platform 3012 1.0 Lot Program - ODC's

3013 Base Period. 1.0 Lot NAVAIR Weapons Program - ODCs. (TBD)

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

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| | |

3100 Option Year One ODCs 3100AA Option Year One ODC and Travel (IAW Joint Travel Regulation) for 1.0 Lot base services. (TBD) Option 3100BA Option Year One Optional ODC and Travel in (IAW 1.0 Lot Joint Travel Regulation) for optional services (3 Years). (TBD) Option 3100CA Option Year One Optional ODC and Travel in (IAW Joint Travel 1.0 Lot Regulation) for optional services (5 Years). (TBD) Option For ODC Items: Item Supplies/Services Qty Unit Est. Cost 3200 Option Year Two ODCs 3200AA Option Year Two ODC and Travel (IAW Joint Travel 1.0 Lot Regulation) for base services. (TBD) Option 3200BA Option Year Two Optional ODC and 1.0 Lot Travel in (IAW Joint Travel Regulation) for optional services (3 Years). (TBD) Option 3200CA Option Year Two 1.0 Lot Optional ODC and Travel in (IAW Joint Travel
Regulation) for
optional services
(5 Years). (TBD) Option For ODC Items: Supplies/Services Qty Unit Est. Cost 6300 Option Year Three ODCs 6300AA Option Year 1.0 Lot Three
ODC and Travel in
(IAW Joint Travel
Regulation) for base services. (TBD) Option 6300BA Option Year 1.0 Lot Optional ODC and Travel in (IAW Joint Travel Regulation) for

optional services

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(3 Years). (TBD) Option

6300CA Option Year
Three
Optional ODC and
Travel in (IAW
Joint Travel
Regulation) for
optional services
(5 Years). (TBD)
Option

1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Budget Policy, Direction, and Guidance is not authorized or included under this requirement. Under no circumstances shall the contractor be involved or have access to funding and analysis of tasks that directly affect their contract(s) or organization unless specific Organizational Conflict of Interest mitigation plans are in effect. Also, under no circumstances shall the contractor have access to or be responsible for the analysis of financial data and/or program performance of potential industry counterparts unless approved safeguards are in place per Organizational Conflict of Interest considerations.

1.0 BACKGROUND

- 1.1 The Naval Undersea Warfare Center (NUWC), headquartered in Newport, Rhode Island, in conjunction with the Naval Surface Warfare Center (NSWC), encompasses the "Warfare Centers", as one of the four lines of business within the Naval Sea Systems Command (NAVSEA). Mission workload of the Warfare Centers is aligned across twelve "Product Areas" that are located at various NUWC field activities.
- 1.2 NUWC operates as the United States Navy's full spectrum research, development, test and evaluation, engineering, and Fleet support center for submarines, autonomous underwater systems, and offensive and defensive weapon systems associated with undersea warfare.
- 1.3 Naval Undersea Warfare Center Division, Keyport, Washington (NUWC Keyport) is an organizational element of NUWC and operates as a Navy Working Capital Fund Activity financially regulated in accordance with 31 United States Code 1517, http://uscode.house.gov and DoD Financial Management Regulation 7000.14.R, http://www.dod.mil/comptroller/finman01.html.
- 1.4 NUWC Keyport supports the war fighter in six primary Product Areas including:
- Homeland and Force Protection
- Surface Ship Combat Systems
- USW Analysis and Assessment
- USW Command and Control Systems
- USW Weapons & Vehicles Systems
- USW Fleet Material Readiness*

(*Product Area Directorate is located at NUWC Keyport)

- 1.5 NUWC Keyport mission workload is negotiated and assigned through communications among Program Executive Office (PEO) Program Managers and Product Area Directorate Customer Advocates. Workload is then transitioned to and managed by NUWC Keyport Technical Project Managers (TPMs) aligned within the Division's line organizations. TPMs have overarching organizational responsibility related to all aspects of workload planning, budgeting, and execution of cost, schedule, and performance requirements.
- 1.6 An essential element to success of NUWC Keyport's mission is contractor support services of financial and program management functions. This Performance Work Statement defines the financial and program management support services needed to meet NUWC Keyport's mission requirements.
- 1.7 The current contract is executing at approximately 35 equivalent workyears. Thirty-four (34) of the workyears operate on-site at NUWC Keyport, WA. One (1) workyear was located at Naval Weapons Station Yorktown, Yorktown, VA, this position is being eliminated from this requirement. Work is currently being performed by Team Keyport Services, Contract N000406-04-C-5008.

Estimated Workload - Attachment A, provides estimated workload, overtime and security clearance expected requirements. It is provided for informational purposes only. Although the service requirements, technical orders, and procedures define the processes, the Contractor is encouraged to recommend process improvements within specification boundaries to achieve efficiencies and cost savings.

In the event increased requirements develop during the performance period, negotiated options may be added to the task order. The first option is an addition of three workyears, and second option is an addition of five workyears. Support requirements or organizational area detail for each option is unknown and will be

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addressed at the time option is deemed necessary. The additional options are set forth in CLINs 1001AB, 1001AC, 1100BA, 1100CA, 1200BA, 1200CA, 4300BA, and 4300CA respectively.

- 1.8 The Contractor shall perform the services outlined in this work statement in Zone 7 of SeaPort-e. Regulations and guiding documents are provided as References Attachment B. The Government will provide varying amounts of office facilities for the Contractor's use in performing services in support of the resulting Task Order. The Government will provide office space, computer resources, access to information systems and databases, and office supplies for outlined support.
- 1.9 The Contractor will provide critical financial and program management support services in multiple NUWC Keyport Departments. "Organizational Sectors" (NUWC Keyport Organizational Department Support, individual mission project support, and Product Area Directorate Fleet Material Readiness support) where current workload accomplished includes:
- 1.9.1 NUWC Keyport Department Support/Organizational Sectors:
- 1.9.1.1 Comptroller Department responsible for ensuring that NUWC Keyport's funding and budgetary allocations are administered following all statutory, fiduciary, and regulatory requirements in accordance with 31 USC 1517. This Department is the official source for certifying financial statement information to upper management, both on and off station, for execution and budgeting data. Responsible for managerial accounting, prompt reporting of authorizations, commitments, obligations, recording of assets, liabilities, and expenses; monitoring processes of payments, timely billing of cost incurred against funding documents, prompt processing of these collections; and, measuring of performance. Receives and processes funding through accepted business practices; interprets Navy and DoD financial policies, guidelines and regulations which govern NUWC Keyport as a Navy Working Capital Fund Activity; and, researches complex financial issues, issues guidance and advice, and establishes policies on behalf of the Commander. Provides guidance and instructions for budget preparation, and provides oversight for corporate budget execution.
- 1.9.1.2 Resource Planning Department (Workload Budget Planning Division) provides program/workload analyses and overall funds management oversight of all NUWC Keyport customer funds; coordinates linkage between Product Area Directorates and Technical Project Managers for workload projections and customer funds management. Customer Advocates aligned under Product Areas, other then Fleet Material Readiness Directorate, are aligned to this Department. Customer Advocate contractor support in this Department includes the following NUWC Keyport Programs:
- 1.9.1.2.1 PEO Integrated Warfare Systems (PEO IWS): provides on-going Fleet support for in-service Aircraft Carrier Tactical Support Center (CV-TSC) systems. Fleet support includes all aspects of maintaining an effective CV-TSC capability in the Fleet. Provide hardware, software, logistics products and training support for deployed CV-TSC systems. CV-TSC is the hub for the aircraft carrier's organic USW capability.
- 1.9.1.2.2 Submarine Combat Systems provides acquisition, logistics, in-service engineering, and training support, mechanical trainers, material and installation support for Submarine Non-Propulsion Electronics Systems. Customer requirements coordinated with NAVSEA Program Managers (PMS) in PMS392, PMS394, PMS398, PMS399, PMS401, PMS425, PMS435, PMS450, and NAVSEA 07.
- 1.9.1.2.3 USW Test and Evaluation (T&E) Resources and Independent Test Programs responsible for design, development, production, in-service engineering for USW T&E Resources for Fleet Operational Readiness Check Sites (FORACS), Surface Ship Radiated Noise Measurement (SSRNM); Dabob and Nanoose Ranges; Technical Design Agent (TDA), In-Service Engineering Agent (ISEA), Intermediate Maintenance Activity (IMA) and Depot support for Fleet Pingers; Major Range Test Facility Base (MRTFB) Maintenance and Operation (M&O) and Improvement and Modernization (I&M) for Dabob & Nanoose Ranges; Trusted Agent and On-Site Technical Representative (OSTR) support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR). USW Analysis and Assessment Customer Advocate support to SEA 62, COMOPTEVFOR, Director, Operational Test and Evaluation (DOT&E), Defense Test Resource Management Committee (DTRMC), Naval Air Systems Command (NAVAIR) 5.0A and NAVAIR 205.
- 1.9.1.2.4 Weapons and Vehicles Program responsible for programmatic oversight of the MK 30 Mod 1-2 Target, Lightweight Torpedoes (MK 46, MK 50, and MK 54), Vertical Launch Anti-Submarine Rocket (ASROC) (VLA), and in-service functions for the Heavyweight Torpedoes (MK 48 Mod 4-7). Provide program management efforts to support research and development test and evaluation, maintenance, repair, production acceptance, environmental stress testing, and In-Service Engineering Fleet readiness, for the various weapon and target programs. Accompanying these responsibilities are numerous sub-functions

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including the in-service oversight and support of the weapons intermediate maintenance activities, weapons and target depot, warshot facilities, Supply & Issue (S&I) sites, and fleet craft.

- 1.9.1.3 Maintenance, Engineering and Industrial Operations Department (Business and Planning Office) USW Weapons and Vehicles Depot and intermediate repair capability, obsolete component repair, manufacturing, engineering solutions, and advanced rapid prototyping technology and repair capabilities. Department Business and Planning Office provides business and financial services; formulates business financial management plans and operating budgets; receives, accepts, and allocates funding to perform organizational element; monitors and reports progress against workload and business performance goals; planning, development, and funding of workload; and manpower projections and allocations.
- 1.9.1.4 In-Service Engineering and Integrated Logistics Support Department (Business and Planning Office) Plans, organizes, and controls NUWC Keyport's efforts ensuring Fleet operational readiness through life-cycle support of USW Weapons and Combat Systems, supportability, planning, integrated logistics support, obsolescence management, engineered solutions, integrated USW system modernization support, and Alteration Installation Team (AIT) execution. Department Business and Planning Office provides business and financial services; formulates business financial management plans and operating budgets; receives, accepts, and allocates funding to perform organizational element; monitors and reports progress against workload and business performance goals; planning, development, and funding of workload; and manpower projections and allocations
- 1.9.2 NUWC Keyport Projects/Organizational Sectors:
- 1.9.2.1 Foreign Military Sales

NUWC Keyport's Foreign Military Sales (FMS) Program provides logistics and technical support services for products such as MK46/M48 Torpedoes, Ranges, Mines, and Combat Systems subprograms. DOD Directive 5105.38M is utilized in addition to NUWC Keyport regulatory documents.

1.9.2.2 Underwater Tracking Range Equipment (UTRE) Project Management

NUWC Keyport is the ISEA for the UTRE Program which supplies weapon and shipboard pingers for Fleet Training Ranges and the Pacific Northwest Range. The ISEA provides production engineering, product improvement engineering, acceptance test & evaluation, quality assurance, procurement, provisioning and data management services.

1.9.2.3 NAVAIR Platforms Project Management

NUWC Keyport's role is in development of hardware and software systems associated with Naval Aviation Training including providing life cycle support for these systems. Specific tasks include development and refinement of Aviation Maintenance Training Continuum System Software Module (ASM), deployment of ASM to shore based and shipboard Naval activities, courseware test, evaluation and archival, development of and maintenance of platform task lists, engineering, test and support of information technology systems.

1.9.2.4 Naval Fires Control System (NFCS) Project Management

NUWC Keyport has been designated as the Naval Fires Control System (NFCS) Hardware Design Agent. In this responsibility, NUWC Keyport provides design concepts, builds engineering models, and provides testing of concept and technical support for acquisition, manufacturing and hardware integration.

1.9.2.5 Centralized Logistics Support (CLS) Group (NUWC Keyport)

NAVSEA Keyport is the ISEA for Lightweight Torpedo Programs, the Integrated Logistics Support Agent (ILSA) for targets, and performs specific Heavyweight Torpedo In-Service Engineering (ISE) support functions for U.S. Fleet and Foreign Military Sales (FMS) customers. Technical responsibilities include

- o ISE functions for Lightweight Weapons, ASROC VLA, and Recoverable Exercise Torpedoes (REXTORP).
- o Lightweight REXTORP Design Agent and MK30 Target Integrated Logistics Support Agent.
- o Provide critical Heavyweight torpedo life cycle support functions including centralized logistics support.

NUWC Keyport is responsible for several specific functions beyond typical ISEA functions to support the Torpedo Enterprise Community including inventory analysis and management, Planning Cell operations and Centralized Logistics Support for the Intermediate Maintenance Activities.

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CLS Group – provides consolidated proactive supply and management of IMA material and spares requirements. Coordinates with the Naval Inventory Control Point (NAVICP), Defense Logistics Agency (DLA) Item Managers, and various item managers for Army, Air Force, Marine, and Coast Guard Inventory Control Points to reduce number of material shortages/work stoppages at the Heavyweight Torpedo Intermediate IMAs. Initiates, tracks, and reconciles material requisitions to reduce IMA down-time and pre-position materials for Fleet and IMA operations.

- 1.9.3 Product Area Directorate Fleet Material Readiness (FMR)/Customer Advocate Organizational Sector:
- 1.9.3.1 Logistics Agencies Program provides material, obsolescence management, and support for logistics and supply system customers, including depot repair, fabrication and custom engineered solutions (reestablishment of sources of supply, or improvement of supply infrastructure) for the Navy and Joint Services Department of Defense (DoD) and related customers. Customer Advocate is single point of contact to NAVICP, DLA Item Managers, and various item managers for Army, Air Force, Marine, and Coast Guard Inventory Control Points.
- 1.9.3.2 NAVAIR Platforms Program Development of hardware and software systems associated with Naval Aviation Training including providing life cycle support for these systems. Specific tasks include development and refinement of Aviation Maintenance Training Continuum System Software Module (ASM), deployment of ASM to shore based and shipboard Naval activities, courseware test, evaluation and archival, development of and maintenance of platform task lists, engineering, test and support of information technology systems. Customer requirements coordinated with NAVAIR, Center for Naval Aviation Technical Training, and Command Naval Air Forces Managers.

1.9.3.3 NAVAIR Weapons Program

Provide systems engineering, design, acquisition, hardware integration, obsolescence, and engineering changes for the Tactical Tomahawk Weapons Control System (TTWCS) and common display console for NAVAIR PMA280, Tomahawk All Up-Around Program.

2.0 PERFORMANCE REQUIREMENTS

- 2.1 Management: The contractor shall ensure that all work meets performance objectives or standards specified or included in applicable documents. All work shall be performed within time limits specified; constraints present and schedule of customer's operations. The contractor is encouraged to recommend process improvements within specification and procedural boundaries to achieve efficiencies and cost savings.
- 2.1.1. Program and Financial Management reporting can be a high-paced, requirements reactive environment. Through Contractor on-going participation in Organizational Sector meetings with Government personnel, the Contractor will receive information utilized in setting milestones and performance objectives relative to specific subtasks and in accordance with specified contract requirements. When further clarification is required or the contractor believes direction is given that is not addressed in this statement of work, the Task Order Manager will issue a Technical Instruction. Any effort undertaken by the Contractor outside this statement of work is at the Contractor's risk and expense.
- 2.1.2. Attachments include the following:
- 2.1.2.1 Attachment A: Estimated Workload Information
- 2.1.2.2 Attachment B: References
- 2.1.2.3 Attachment C: Performance Requirements Summary
- 2.1.2.4 Attachment D: Estimated Travel Requirements
- 2.1.2.5 Attachment E: Acronym Listing
- 2.1.2.6 Attachment F: DD-254 (Security Clearance Requirements)
- 2.1.2.7 Attachment G: RESERVED
- 2.1.2.8 Attachment H: RESERVED
- 2.1.2.9 Attachment I: Kitsap County Wage Determination
- 3.0 PERFORMANCE REQUIREMENTS SUMMARY

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The Performance Requirements Summary is considered the mission critical items for performance under this task order. Only performance deficiencies that are directly attributable to contractor error are considered measured against performance for all requirements defined within the requirements. See Attachment C.

4.0 DESCRIPTION OF SERVICES

4.1 Service requirements in this statement of work will be performed throughout previously discussed organizational sectors - Section 1.9 of this document. Organizational sectors will require their own blend of services discussed below. For clarification on requirements refer to Attachment A – Estimated Workload.

4.1.1 Budget Preparation

Contractor will support Customer Advocates, Program Analysts, Technical Project Managers, Department and Project Management Staff in budget development.

Budgets are developed utilizing Program Sponsors Work Breakdown Structures (WBS) and further defined into individual, executable work packages.

Budgetary development support includes document generation and revision tracking, historical data maintenance, impact statement development and tracking, and review of work packages to identify and report anomalies to Government Analysts.

Maintain budget documentation in electronic files for Government request of ad hoc queries.

Update budget data throughout fiscal year - maintaining original as baseline, scope, funding, and modifications.

Support Budget Analysts in Task Assignment document generation. Task Assignments define project scope, workyear allocations, project milestones, and funding allocations. Documents are provided to Budget Analyst for review and further action.

Workload estimate:

Budget – supports each identified organizational sector's annual budget review. Expect budget package preparation process to last approximately one month a year with approximately ten, individual, updates throughout remainder of fiscal year.

Task Assignment – approximately five documents each month per identified organizational sector.

4.1.2 Project Quoting

Utilizing Request for Quote (RFQ) notification from Government personnel, Contractor will coordinate data gathering and quote package generation that will be provided as a draft for review and further action. Quote packages may contain various documents (integrated schedules, project plans, engineering drawings, e-mails, etc.) consisting of text, tabular, financial, schematic, and graphical data.

Contractor, in some cases, may: research and analyze various DoD, Department of Navy, Warfare Center, NUWC Keyport Production and Asset Management Databases; including Weapon System File (WSF), Haystack, and Web Customer Account Tracking System (WEBCATS) to identify part, National Item Identification Number (NIIN), quarterly demand, backorder, unit cost, repair turn around time, and other pertinent logistics data.

Analyze research data and report logistics forecasting and demand information.

Develop and maintain spreadsheet to track quote status from RFQ received date to quote or project completion. Identify RFQ development status, action item assignments, milestone dates, schedules, financial data, and full quote package status. Status spreadsheet is updated daily.

Analyze quote package data, identify anomalies and potential areas of concern, work with Government personnel to develop and recommend problem resolutions.

Upon NUWC Keyport acceptance of funding relating to quote packages, Contractor will review funding documents to update quotes and project fields to include Project or Work Order Number, Fund Source Number, Acceptance date, Contingency date, Work Completion Date, Funds Expiration Date and all pertinent financial data for funded project.

As quoted workload is being executed, Contractor will research Shop Workload Management System (SWMS) and the Keyport Automated Shipping System (KASS) to track project deliveries via Government

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delivery documents Forms DD1149, DD250 and Shop Orders. Status of deliveries will be reported to project team as needed, but not less than weekly.

When project deliveries are complete Contractor will maintain hardcopy and electronic data for each project quote and note completion of project on quoting status spreadsheets.

Workload estimate:

Approximately 35 quote packages a month per identified organizational sector requiring quote development support.

4.1.3 Program/Project Planning Documentation

Contractor will support Customer Advocates and Project Team Leads in research, analysis, development and maintenance of various technically complex program/project planning/execution documents in efforts to successfully meet cost, schedule, and performance objectives. Planning documentation may be reported at program, project, work package, or corporate NUWC Keyport levels and can be text, tabular, and graphical data.

Planning documentation requirements vary within each organizational sector. Contractor will work with government personnel to identify specific requirements and appropriate reporting mechanisms. Examples of current planning documentation requirements include:

- o Program/Project integrated Plan of Action and Milestones (POA&M)
- o Integrated (workload, financial, and resource planning) Baselines
- o Business/Project Plans
- o Technical and engineering program/project requirements
- o Technical Data Packets aiding procurement decision
- o Ship's availability and installation scheduling
- o Program Government Furnished Inventories
- o Weekly technical briefings reporting status of each work package
- o Project risk assessments
- o Program/project funds expenditures, expiring, funds, financial trends
- o Program/project executive summaries
- o Test procedures
- o Engineering Change Proposals
- o Configuration Management review of engineering drawings, document changes to parent/child relationship, parts lists
- o Obsolescence Management review and impact reporting vendor surveys, engineering change proposals, life-time buy recommendations
- o Research and develop web links to gain project source data
- o Hardware delivery schedules and metrics
- o Project Work Breakdown Structures and metrics by individual task, associated hours, cost, and schedule data
- o Research Studies

Workload estimate:

Approximately 15 complex documents generated/updated per month per identified organizational sector.

4.1.4 Workload Planning

Using NUWC Keyport's Workload Planning, Program/Project Management System contractor will work with government personnel to develop and maintain workload planning information.

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Data development and database population includes data entry/updates of multi-year workload and cost planning, management of carry-over multiple funding sources, and setting of annual baselines (labor, material, contracts, travel, etc).

Workload estimate:

Initial workload planning update during budget preparation process – annually

Assume 15 annual updates after initial input.

4.1.5 Work Acceptance Database

Customer Advocates identify and align workload/tasks to appropriate Product Area Directorates. Database management of this process is conducted in utilization of the Work Assignment Website (WAW).

Contractor will support data entry into the WAW and will work with Customer Advocates to populate data as required. Fields include, but are not limited to: task descriptor, Program Officer Sponsor detail, fiscal year and funding data, core equity identification, technical authority, private sector capabilities, Title 10 requirements, and SeaPower 21 framework alignment.

Workload estimate:

Approximately 20 task packets per year per identified organizational sector.

4.1.6 Outgoing Funding Document Preparation

Contractor will generate outgoing NUWC Keyport funding documents. Government Program Analyst will provide pertinent data and document will be generated using NAVCOMPT Forms 2275, 2276, or 2276A.

When document is complete Contractor will notify Program Analyst who will process further requirements.

Workload estimate:

Approximately two outgoing documents per month per identified organizational sector.

4.1.6.1 Comptroller Department – specific outgoing funding document preparation requirements:

Using Department of Defense, Department of Navy, Warfare Center, and NUWC Keyport corporate financial and project systems, contractor will process outgoing funding documents and maintain outgoing funding document files. This process includes the following elements:

- Create requisitions in supply database and corresponding NAVCOMPT Form 2275, 2276, 2276A, or MIPR for outgoing funding documents
- Update supply database with obligation, deletion, or amendment transactions for all NUWC Keyport Departments
- Accomplish funding document corrective actions and/or amendments for all NUWC Keyport Departments
- Create and maintain spreadsheet identifying all outgoing NUWC Keyport funding documents
- Create and maintain (scan/file) electronic and/or hard copy of originals and acceptance/rejection copies of all outgoing documents binders by corresponding fiscal year.
- Generate report of unreceived acceptance copies not received within 30 business days of document issuance.
- Download and print final status of funds report from DFAS website on monthly basis and process in NUWC Keyport's supply database.

Workload estimate:

Approximately six outgoing documents per month

4.1.7 Requisition Status

Using NUWC Keyport Logistics Management Information Systems, the Contractor will develop and provide status reporting relating to NUWC Keyport procurements. Typical reporting data elements include requisition status in Supply Department, item descriptor, quantities, funds, vendor, etc.

Reports include text, tabular, and graphical data.

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Contractor will also generate requisition status reports in response to various program/project data calls. Reporting requirements are clarified through project team participation.

Workload estimate:

One weekly requisition status report provided on Tuesdays, approximately ten requisitions reported.

Four quarterly reports – one each quarter

4.1.7.1 Requisition Status support requirements specific to Centralized Logistics Support Group (CLS) Functional Area:

Utilizing NUWC Keyport supply and financial systems, the Contractor will review procurement requisition data, identify inconsistencies, and reconcile data to reflect Fleet and IMA reported spares requirements in efforts to reduce IMA downtime and pre-position for Fleet and IMA operations.

Contractor will provide weekly requisitions status reports to government personnel (team lead).

Workload estimate – CLS Group:

Review and reconciliation of approximately 6,000 requisitions a year

4.1.8 Financial Status Report Development and Maintenance

Using Department of Defense, Department of Navy, Warfare Center, NUWC Keyport corporate financial and project systems, the Contractor will provide various financial status reports.

Financial reporting cycle (daily, weekly, monthly, and quarterly, annually) is computer generated and validated/certified by Government personnel. After validation notification, the Contractor will utilize data to develop financial status metric reports in government accepted format compatible with current program documentation. Reporting clarification relating to individual project report data fields and periodicity of requirements is clarified during regularly scheduled Project Team meetings.

Reports include text, tabular, and graphical data reflecting funding trends and various expenditure rates.

Common reporting fields include but are not limited to: Funds Source Number, Job Order Numbers, Customer Order Numbers, Customer Order Description, Funding Acronym, Technical Project Manager Code, Customer Advocate Code, Program Sponsor Code, Product Area Director Code, Fund Status, Funds Expiration Date, Funds Limit, Expenses Inception-to-date and year-to-date, Funds Appropriation, Billing Code, Shop Code, Contingent Liabilities, Obligations, Document Number, Billing Categories, Labor Hours and Dollars.

Contractor will also generate financial reports in response to various program/project data calls. Reporting requirements are clarified through Project Team participation.

Reports are reviewed for accuracy and completeness and provided initially as draft documents. Identified anomalies will be flagged and reported to Government personnel. Government personnel will take corrective action, provide data to Contractor and then final reports can be generated and provided both electronically and paper copy.

Contractor will maintain all reports in historical, computerized files.

Workload estimate:

Approximately ten recurring financial status reports and two ad hoc data call responses per month per identified organizational sector.

4.1.9 Performance Business Indicators

Utilizing data compiled from various Government performance tracking systems, the Contractor will develop and maintain critical, continuous key performance indicators assisting major stakeholders in cost, schedule, and performance project assessments.

Indicators may be reported at project, program, or corporate NUWC Keyport levels and can be text, tabular, and graphical data.

Performance indicators vary within each organizational sector. Contractor will work with Project Team Lead to identify performance indicator requirements and appropriate reporting measurement mechanisms. Examples of current performance indicators include:

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- o Earned Value Management WBS, work package, and project level reporting
- o Project Expenditure Trends project baseline projections vs. actual expenditures; project over guidance/new funds, and forecasts. Using labor, material, travel, training, service cost center, and other expense categories
- o Funding level projection and expenditures by appropriation
- o Production Control first pass yields, output levels, workload capacity, efficiency rates, production deliveries, and lost shop time.
- o Integrated project schedule milestone progress and risk area assessment
- o Hardware Delivery review of procurement progress, material delivery dates, project milestone accomplishments
- o Customer Feedback survey review and analysis reporting
- o Various reports at Station, Department, Division, Technical Project Manager, Customer Advocate, Project, Program Project Identification, Fund, Job Order Number, Customer Order Number levels relating to:

Workyears

Overhead/Service Cost Centers

LEAN Cost Savings Metrics

Direct Funds

Contractor will analyze and review each report for accuracy, completeness, and identification of unexpected trends and anomalies. Performance indicator areas of concern will be identified and reported to Project Lead for development and implementation of problem resolution.

Reports are delivered electronically, often uploaded to project team share points and paper copy.

Approximately one design packet a month for large graphical display requirements per identified organizational sector.

4.1.10 Presentation Material/Briefing Packets

Contractor will respond to Project Team briefing material requirements identified during regularly scheduled meetings.

Briefing materials are multi-faceted and vary with each briefing packet. Packet material can include presentation outlines, templates, scripts, spreadsheets, charts, graphics, text/tabular data, video, photos, and engineering schematics. Material utilized includes updates of previous briefings or newly generated data.

Common briefing material packets are developed and presented in Microsoft PowerPoint formats. NUWC Keyport design guidance is provided in NAVSEA's Style Guide 2000.

Contractor may also design display material for tradeshows or conferences utilized for information displays. Determinants are provided based on conference requirements and Project Team clarification. Draft design packet is provided to Government personnel for review. Contractor incorporates final changes and provides electronic and paper copy to Government personnel. This effort is purely a design function. Developed of final product into large display material is generated elsewhere.

Overnight and express shipments may be required to meet customer needs (approximately two shipments a month on this task order).

Workload estimate:

Approximately four briefing packets, twenty pages each, a month per identified organizational sector.

Approximately one design packet a month for large graphical display requirements per identified organizational sector.

4.1.11 Action Item Tracking/Reports

Contractor will develop and maintain a Project Team Action Item Report.

Product Team actions are assigned to project team members and data provided for database inclusion is

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provided to Contractor through Project Team meeting discussions, Program Sponsor websites, e-mail notification, travel reports, etc.

Contractor will assimilate data, develop and update action item data tracking system to include descriptor of action, lead assignment, date assigned, date due, status reports, and status comments. Project specific reporting fields will be determined by Project Team Lead.

Report will be maintained on Project Team computer servers and sharepoints for Team accessibility.

Data will be updated on a weekly basis or more often if unusual influx of actions are received.

Contractor will review report for accuracy and completeness. Identified anomalies should be reported to Project Team Lead.

Workload Estimate:

Maintenance of one action item report per identified organizational sector. Approximately 25 action item updates per month.

4.1.12 Technical Resource Center

Contractor will maintain a Technical Resource Center/Library stowage of all Unclassified project specific documentation.

Contractor will inventory, catalog, and maintain a computer-generated inventory of Resource Center with common data and use library check out system to track location of documents as Project Team members require use of data. Resource Center inventory will be updated monthly or more often if unusual influx of data storage requirement occurs.

Current stowage is accomplished both paper copy and electronically. As Project Teams continue to migrate towards less paper copy document storage, documents will need to be scanned, cataloged, and stored on team share points or computer servers. Scanners and storage cabinets will be provided by the Government to accomplish this task.

Contractor will perform document research requirements. Document requirement will be defined at Project Team meeting. Internet, Program Executive Office web-portals, and other research techniques will be utilized to find required data.

Workload requirements:

Inventory of project team documentation currently exists. Expect four updates per month per identified organizational sector.

4.1.13 Team Sharepoints/Websites:

Contractor will design, develop and maintain project sharepoints/websites for Project Team application and include most currently updated project documentation.

NUWC Keyport Sharepoints are designed and maintained utilizing Microsoft Sharepoint in conjunction with guidance provided by NUWC Keyport's Information Technology Department. "CA/PL COP User's Guidebook for Microsoft Sharepoint (V2.0)"

Contractor will maintain list of share point inventories and coordinate update schedules with project team members as data updates occur.

Workload estimate:

Assume one sharepoint per identified organizational sector with ten updates per month.

4.1.14 Project Team Meetings

Contractor will attend various Project Team meetings including project team status checks, internal/external reviews, tradeshows/conferences, video teleconferences, phonecons, etc. that are often attended by Program Executive Office Program Sponsors, other field activity personnel, and senior management officials.

Contractor participation in such meetings is to gain further understanding of NUWC Keyport's project requirements/milestones relating to associated functional area that Contractor supports.

Majority of team meetings are held on-site. Travel requirements to external meetings are reflected in Attachment D-Estimated Travel Requirements. Travel reports including meeting requirement/descriptor,

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dates attended, location and summary of meeting discussions will be provided to Project Team Lead and TOM within five business days upon return.

Meeting preparation - Contractor will provide technical and logistical support for Project Team meetings which may include:

- o On-site conference room coordination
- o Development of draft agendas
- o Attendee lists including names, Team role, phone number, e-mail address, etc.
- o Data packets for meeting attendees including copies of all briefing materials
- o Recording meeting minutes
- o Technical data packages

Workload estimates:

Meeting preparation – assume four meetings preparation requirements per month per identified organizational sector.

4.1.15 Specialized Functional Area requirements:

Following requirements/information is provided that is deemed organizational sector specific.

4.1.15.1 Comptroller Department Support

Comptroller Department Finance Division:

4.1.15.1.1 Incoming Funding Document Processing and Billing

Using Department of Defense, Department of Navy, Warfare Center, NUWC Keyport corporate financial and project systems, contractor will process incoming reimbursable and direct cite funding documents in the Sponsor Owned System (SOS) from receipt through final billing. This process includes the following elements:

Daily requirements:

- o Receive/retrieve funding documents electronically, email or in hard copy form and enter to SOS; scan document and post to electronic document folder.
- o Prepare and route funding documents for government acceptance signature when notified by SOS. Process signed funding document in SOS.
- o Review, analyze, research, and correct Defense Industrial Financial Management System (DIFMS) 7310-142 SOS to DIFMS funding interface error report, and Job Order Numbers that exist in DIFMS but not SOS. Enter corrections to SOS or DIFMS.
- o Report and track SOS funding discrepancies and programming errors as they occur to the SOS NUWC Keyport Lead.
- o Process closures in SOS according to the 97 percent and expired funds reports.
- o Create, modify, and reset SOS accounts and passwords when notified by the User Profile System.
- o Create and maintain (scan/file) electronic and/or hard copy incoming document folders.

Workload estimates:

Funding documents –10 per day

SOS discrepancies – 5 per day

SOS accounts/passwords – 2 per day

Weekly requirements:

- o Update Job Order Number (JON) estimate, status code fields and check for obligations in preparation for final billing of customer order(s).
- o When final billing is in process, verify and print obligation documents, change status indicator in SOS and

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DIFMS to initiate final billing. Upon completion of final billing close the funding tree; Customer Order Number(s) (CON), Funding Acronym (ACRN), and Sponsor Code (SPON), and Funding Document.

o Process change orders on expired funds per government provided documentation.

Workload estimates:

JON estimates – 25 JONs/week

Final billing – 35 closures/week

Change orders – 10/week

Monthly requirements include:

- o Expenditures report
- o Orders received by program element for Dec, Mar, Jun, Jul, Aug, Sep
- o Cost reimbursable and fixed price overrun report
- o Calibration Report

Comptroller Department, Accounting Division:

4.1.15.1.2 Accounting/Financial Documents and Payment Package Preparation

Using Department of Defense, Department of Navy, Warfare Center, and NUWC Keyport corporate financial systems contractor will support processing of all incoming NUWC Keyport Invoices. Functions include:

Date/time stamping of each invoice upon receipt from NUWC Keyport mail distribution process.

Data entry log of invoice receipt, invoice number, vendor name, financial data and date of receipt in Accounting Office Log Tracking Sheet.

Scan invoice and upload electronic copy in to sharepoint. (government provided scanner)

Analyze and review invoices for accuracy against original purchase order data. Identify invalid invoices and provide data to Government project team personnel for further review and action.

Valid invoices are segregated based on invoiced item - receipt of services or material.

Receipt of services – Contractor provides invoice data to end user for payment approval.

Receipt of material – Contactor researches requisition database for receipt acceptance information.

Upon Government payment approval, Contractor review, enter, and reconcile payment office and supply database data.

Contractor will review final invoice payment data packets for completeness and accuracy and will provide to Government Certifying Officer for approval.

Review unmatched disbursements data reported on other material and services rejected transactions. Coordinate reconciliation process with project team members.

Research bankcard cash transaction rejections and provide information to Government project team leads for further review and action.

Reporting requirement: Provide monthly invoice status report to project lead by the 10th of each month. Data reported should include, at a minimum, (monthly data):

Number of invoices processed through Invoice Certification Module (ICM)

Number of invoices processed outside of ICM (manually input)

Number of invoices returned to vendor and decision factors

Interest payment statistics

Workload estimate:

Approximately 6,000 invoices/year

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4.1.15.1.3 Labor Support

Using data from NUWC Keyport's replicated labor database, allocated/unallocated labor reports, weekly Civilian Labor Distribution summary and the Labor Detail Transaction listings, develop and maintain weekly spreadsheet depicting dollar and hour balances.

Generate labor/dollar data report upon receipt of the gross reconciliation file and provide to project team for reference.

Research allocated labor reports to obtain labor hour information required to make corrections to allocated labor file when a labor run has been validated.

Upon receipt of the gross pay file, reconcile against workyear/payroll data and review comparison report for accuracy and completeness..

After the last financial run of the fiscal year, provide an Object Class Report to budget and accounting personnel for annual labor totals.

Workload estimate:

Balancing process occurs with daily, bi-weekly, monthly and annual workyear/payroll data.

4.1.15.1.4 Payroll/Travel Review and Verification

Contractor will process required labor changes, verifications and corrections to databases as reported and requested by Government personnel.

Contractor will review weekly error listings received from Defense Finance and Accounting Service (DFAS), identify and process change requirements.

Research employee certification reports annotated by Certifying Officials to ascertain correct labor data and enter updates in to payroll database.

Review payroll request changes and corrections and update payroll database in accordance with established payroll deadlines.

Verify, calculate, compile and record accuracy of hours for Travel Compensatory time entitlement.

Workload estimate:

60 time and attendance rejects/corrections/week

Database updates to be accomplished by Tuesdays of each week.

4.1.15.1.5 Material in Transit (MIT)/Accounts Payable Government Support and Transportation of Things (TOT).

Using corporate financial systems contractor will:

- o Review and analyze MIT data and request process receipt transactions.
- o Verify transactions for accuracy, correcting errors/rejects, assuring charges are correctly billed, and proper job orders are charged for MIT/Accounts Payable Government and TOT.
- o Determine action required to clear line items may include calls to end-users, the supply chain management personnel or material warehouse to locate material, verify accuracy of billing and/or job order. Input data to supply and requisitions databases.
- o Obtain turn-in point of contact for Sponsor Order Material (SOM) credits, complete SOM letter, and distribute approved letter to responsible codes.
- o Process monthly write-off accounts payable and MIT documents over 90 days old and under \$250. Historical data indicates that research will involve approximately 800 line items monthly.
- o Routine correspondence shall be initiated to DFAS Charleston if a billing is required. Maintain files for historical purposes.
- o Ensure material records are updated daily and provide a monthly updated status report.
- o Prepare and input material commitments/obligations/receipt transactions for hazardous waste bills upon receipt of job order number from end user.

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o Input cost transfer for bulk funding type MIT.

Comptroller Department, Financial Systems Support:

4.1.15.1.6 Batch Processing/Schedule Support

Utilizing NUWC Keyport's Comptroller Department Batch Processing/Schedule Operational Procedures and Production Schedule contractor will provide batch processing/schedule and operational support of NUWC Keyport's financial corporate applications and collateral information systems. Functions include:

o Coordinating the planned schedule and assist in the execution of regularly scheduled production job streams supporting the Defense Industrial Financial Management Systems (DIFMS) and local Management Information Systems. Coordinating the planned schedule may include working with Comptroller personnel and with external customers (DFAS and NUWC, Division Newport).

Workload estimate:

Approximately 8 job streams for coordination and oversight.

o Ensure trouble calls that impact scheduled production job streams are identified on dayshift and that the Comptroller Department is kept informed via email.

Workload estimate:

Approximately two trouble calls a month.

- o Generate and maintain Schedule Support Operational Procedures and Batch Processing Production Schedules
- o Perform standard data back-ups and data recoveries on corporate servers maintaining financial data.

Workload estimate:

Back-ups are done on a monthly basis. Recoveries are on-demand with an expected turn around of one work day.

o Perform standard system administrative duties. This includes resetting application passwords as requested; establishing a data folder for newly developed reports in central repository; building metrics and charts on performance; and answering occasional department data calls.

Batch Processing/Schedule Support Overall Workload Requirement:

Scheduled production jobs are required to be completed between 6:30-7:00 a.m. Pacific Time each business day.

Schedule coordination and data transmission to external customers is required to be completed between 5:00-5:30 p.m. Pacific Time each business day.

On rare occasion where these time requirements change, clarification will be provided via a Technical Instruction issued by the TOM.

5.0 GENERAL REQUIREMENTS

- 5.1 Digital Data Management The Contractor shall be responsible for the digital generation, reception and electronic delivery of data. All data shall be developed, managed, used, and exchanged electronically to the greatest extent practicable. The Contractor shall maintain compatibility with the World Wide Web (WWW) browser, electronic mail (e-mail), and software used by NUWC Keyport throughout the life of the Task Order. NUWC Keyport operates the current version of Microsoft Office products and Adobe Acrobat.
- 5.2 Electronic Transmission Unless indicated otherwise, all unclassified data shall be delivered by E-Mail, using software compatible with the NUWC Keyport WWW browser, E-Mail System, and software. Classified data shall not be transmitted electronically on unclassified network.
- 5.3 Electronic Mail Use of e-mail shall not relieve the contractor from compliance with other areas of this Task Order requiring other types of communication. E-mail communication can not change the scope of this Task Order other than directly from the Contracting Officer. If the Contractor feels they have received direction that is not within the scope of the Task Order, they shall notify the Task Order Manager (TOM) within 48 hours of receipt of direction. Contractor must receive a ruling or contract modification before complying to out of scope requirement.

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- 5.4 Office Space Task Order requires Contractor to work within NUWC Keyport, the Government will provide work space, telephone, and computer and office supplies.
- 5.5 Management Plan The Contractor shall establish and maintain a Management Program during contract performance incorporating details of performance requirements. The management plan must reflect an understanding of all tasks and performance objectives specified in this SOW and describe an approach to satisfy these requirements. As a minimum, the plan shall identify organizational structure, assignment of functions, duties and responsibilities, procedures and policies, all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives and reporting requirements contractual tasks.

5.6 Hours of Operation:

Normal hours of operation at NUWC Keyport are 0700-1530 Pacific Standard Time, Monday through Friday, except Federal holidays and a Christmas Holiday Shutdown of 32 hours.

Alternate work schedules and absences used by the Contractor must not negatively impact contract deliverables or project schedules.

- 5.7 Travel Requirements Travel will be required in the performance of this Task Order. All travel will be identified to the Contractor through use of Technical Instructions issued by the Task Order Manager (TOM) identifying purpose, dates, and locations of travel. All travel must be in accordance with the Joint Travel Regulations (JTR). Any travel costs exceeding those allowed under JTR will not be reimbursed. See Attachment D Estimated Travel Requirements, for reference.
- 5.8 Government Furnished Property (GFP) GFP is not expected in execution of this task order.
- 5.9 Key Personnel:

The Contractor shall provide capable personnel necessary to accomplish all contract work and services within the Government specified performance parameters and timeframes and will provide training opportunities, when necessary, to maintain contractor capabilities/skill to coincide with changing technology environments.

The Contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State and local laws and regulations.

Desired experience for Contractor's supporting this statement of work should include the ability and experience in;

- o Budget development/analysis and workload and resource project execution planning
- o Independent analysis of multi-faceted data and development of complex, cohesive studies/reports depicting various cost, schedule, and performance indicators.
- o Independent development and analysis of detailed project status data, identifying anomalies, and recommending strategic resolutions
- o Compilation of various financial reports into clear, concise, reporting documents
- o Performing in high-paced environment with effective prioritization/execution of multi-tasked projects and workload requirements
- o Professional interaction with upper echelon Command, Program Sponsor and Program Management personnel.
- o High proficiency of Microsoft products including Access, Excel, Outlook, Project, PowerPoint, Visio, Word, Sharepoint, and Internet Explorer Browser
- o Communicating effectively both orally and in writing
- o Working in an environment operating under Navy Working Capital Funds principles and understanding of regulatory requirements including US Code 1517 and DoD Financial Management Regulation 7000.14R
- o Technical understanding and experience with NUWC Keyport's program/project areas discussed in the statement of work noted as "organizational sectors".
- 5.10 Safety: The Contractor shall comply with the latest applicable federal and state laws, regulations and

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management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect.

- 5.11 Performance of Service during Emergency: In the event of a national emergency, contractor personnel may be required to support ongoing operations.
- 5.12 Emergency Requirements: The Contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the Task Order Manager. During periods of government closure due to National Holidays, acts of nature, enemy threat/attack, and Christmas Shutdown, no direct charges will be allowed for contractor personnel unless work is performed. These days will be counted as vacation days.
- 5.13 Overtime: Overtime may be required to support emergent requirements. Approximately 1,650 hours of overtime are anticipated annually. Overtime shall be coordinated with the TOM with an approved Technical Instruction (TI) prior to use. Overtime that is not approved in advance will not be authorized for payment. Should the need arise in such a manner that written authorization is not possible, a verbal authorization shall be obtained by the TOM to be followed up in writing within 3 working days.
- 5.14 Security requirements: Security Classification of Equipment, Components, Spaces and Documents: The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAVINST 5510.36, Information Security Program Regulation (17 Mar 99); SECNAVINST 5510.30A, Personnel Security Program; NUWCDIVKPT 5510, The Information and Personnel Security Program Manual; the NUWCDIVKPT Physical Security Manual 5530; and the NUWC Information Assurance Program Manual, NUWCDIVKPT 5239. Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

Contractor personnel supporting this Task Order on-site Keyport require a security clearance level of Up to Secret.

o Spaces: Up to Secret o Equipment: Up to Secret o Documents: Up to Secret

5.15 Technical Instruction Letters:

Based on the requirements contained in the performance work statement (PWS), the contractor shall be issued Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated and provided by the TOM. The TI Letter may be signed electronically.

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

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

6.0 REPORTING REQUIREMENTS

- 6.1 Quality Management System The Contractor will establish a Quality Management System manual that reflects their Quality Control Program. Copy to be provided within 14 days of award of contract.
- 6.2 Monthly Reports:
- 6.2.1 Earned Value Management

The Contractor will be required to submit a monthly, (electronic) in contractor format, Earned Value Management (EVM) Report monthly to the TOM starting six weeks after issuance of task order and then monthly from original reporting date.

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The EVM Report will be developed in accordance with ANSI/EIA-748A Standard for Earned Value Management Systems. It will be reported by organizational sector, with associated accounting data (CLIN/SLIN) and composite charting and include a (- / + five percent variance report).

6.2.2 Progress Report

The Contractor will be required to submit a monthly (electronic) in contractor format Progress Report no later then 10 days after end of each month to the TOM. Report must include:

Work Execution - Detail of work performed by functional area

Issues- Identification of problems encountered and corrective actions taken for resolution

Watch List – Future anticipated problems/deficiencies and recommended solutions

6.2.3 Efficiency Report:

The contractor shall provide a quarterly report showing any cost savings (labor hour reductions) gained through efficiencies. The quarterly reports will also show projected efficiencies. 90-120 calendar days prior to the end of the each performance period, the contractor shall demonstrate actual and planned cost savings gained through efficiencies with a presentation and written report provided to the Government.

6.2.4 Travel Reports

Travel reports including meeting requirement/descriptor, dates attended, location and summary of meeting discussions will be provided to Project Team Lead and TOM within five business days upon return.

7.0 TRANSITION PLAN

- 7.1 Phase In/Phase Out Plan: The contractor shall provide phase-in/transition services. Transition services to begin 1 June 2006, (or date of award if award date is after 1 June 2006) through 30 June 2006. Phase-in / transition services shall be limited to only those services required to prepare for full performance of services.
- 7.2 Phase In/Observation: During the phase in for this contract, contractor shall participate in a joint walk through. Additionally, the government will provide task familiarization training for selected tasks. Non-selected task familiarization may be arranged through the Contract Office. Any costs associated with training for these areas will be considered part of the basic effort.
- 7.3 Phase Out: In addition to the clause "continuity of services" (Federal Acquisition Regulation (FAR) 52.237-3), contractor shall give support to and cooperate with any successor that may be designated prior to the expiration of this contract. Phase in assistance may be required during the final 90 days of this contract. The incumbent contractor shall comply in good faith with any successor contractor to provide reasonable access to employees and employee records for recruitment efforts.
- 7.4 With respect to any such employees who are offered positions by the successor contractor, contractor further agrees to release, without penalty, any employee who chooses to accept employment by successor contractor. This obligation shall not require contractor to release an employee prior to the end of performance under this contract if such early release would affect contractor's ability to perform its obligations.. Contractor shall make available to successor contractor copies of maintenance instructions, records, processes, etc developed in the performance of this contract. Contractor shall make available historical data developed and documented in the performance of this contract. Contractor agrees to execute formal transfer of GFP, as applicable. Phase out assistance of this contract is considered within the scope of the contract and no adjustment to estimated costs.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

1.0 QUALITY CONTROL

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

2.0 QUALITY ASSURANCE

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

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Transistion Period: 5 July 2006 through 31 July 2006 Base Period: 1 August 2006 through 31 July 2007 Option Year 1: 1 August 2007 through 31 July 2008 Option Year 2: 1 August 2008 through 31 July 2009 Option Year 3: 1 August 2009 through 31 July 2010

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data SLINID PR Number 1000AA 61803719 LLA : BX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP Transition / Phase In 100201 61803719 LLA: BAX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP Base Year. Comptroller Department - Accounting Division - MIT/AP/TOT/Travel. Funding in support of CLIN 1002 AA 100202 61803719 LLA : BX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP Base Year. Comptroller Department - Accounting Division - Vendor Pay. 100203 61803719 LLA : BX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP Base Year. Comptroller Department. Finance Division - Funding Documents. LLA: BAS 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP Base Year. Comptroller Department. Financial Systems. 100301 61630107 LLA : AA 97X4930 NH6B 000 77777 0 000253 2F 000000 050000325001 Resource Planning - Program P 100302 61630111 AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0500003ZP001 Resource Planning - Program P 100303 61630114 LLA : AC 97X4930 NH6B 000 77777 0 000253 2F 000000 0500004K8001 Resource Planning - Program T LLA : AD 97X4930 NH6B 000 77777 0 000253 2F 000000 05000043G001 Resource Planning Program T 100305 61630141 LLA : AE 97X4930 NH6B 000 77777 0 000253 2F 000000 05000041E001 Program T PEO IWS 100306 61640225 LLA : AF 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002X6100 Resource Planning - Program A Torpedoes 100307 61640259 LLA : AG 97X4930 NH6B 000 77777 0 000253 2F 000000 05100045JPLA Resource Planning - Program A - Torpedoes 100308 LLA: AH 97X4930 NH6B 000 77777 0 000253 2F 000000 05100046E123 Resource Planning - Program A Torpedoes 100309 61640293 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002X6100 Resource Planning - Program A - Torpedoes 100310 61640309 AL 97X4930 NH6B 000 77777 0 000253 2F 000000 0510003V11AF Resource Planning - Program N - Ranges 100311 616404480 AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 05100040G1AF Resource Planning - Program N - Ranges

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100401 61660983

LLA:
AK 97X4930 NH6B 000 77777 0 000253 2F 000000 3000003AW000 Maintenance Engineering/Industrial Operations Code 30

100501 61588056

LLA : AM 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400 ISE /ILS Code 40

61793525 100601

LLA : BB 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019WR998 Base Period. FMS - Case AT-GOZ

LLA : BC 97X4930 NH6B 000 77777 0 000253 2F 000000 0500012UJ998 Base Period. FMS - Case TW-AJX

100603 61793527

LLA :
BD 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019YZ26J
Base Period. FMS - Case TW-AJX

61793384

BE 97X4930 NH6B 000 77777 0 000253 2F 000000 0500002TLCAJ Base Period. FMS - Case JA-FBM

100605 61793415

LLA : BF 97X4930 NH6B 000 77777 0 000253 2F 000000 0500003UBCAJ Base Period. FMS - AT-LCG

BG 97X4930 NH6B 000 77777 0 000253 2F 000000 0500003XECAJ Base Period. FMS - NE-GKS

BH 97X4930 NH6B 000 77777 0 000253 2F 000000 0500003X1CAJ Base Period. FMS - NE-BAH

61793424

BJ 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019DP998 Base Period. FMS - EG-GFI

100609 61793420

LLA: BK 97X4930 NH6B 000 77777 0 000253 2F 000000 05000024XCAJ Base Period. FMS - UK-GXQ

LLA : BL 97X4930 NH6B 000 77777 0 000253 2F 000000 050000379CAJ Base Period. FMS - UK GXQ

100611 61793410

BM 97X4930 NH6B 000 77777 0 000253 2F 000000 05000037XCAJ Base Period. FMS - N4-BDO

61793400

BN 97X4930 NH6B 000 77777 0 000253 2F 000000 050000492CAJ Base Period. FMS - CN-FAP

100613 61793390

LLA :

BP 97X4930 NH6B 000 77777 0 000253 2F 000000 0500002TQCAJ Base Period. FMS - JA-FBM

100614

BQ 97X4930 NH6B 000 77777 0 000253 2F 000000 0500002QXCAJ Base Period. FMS - CN-GLK

100615 61793398

LLA :

BR 97X4930 NH6B 000 77777 0 000253 2F 000000 05000026H26J Base Period. FMS - CN JRC

617933399 100616

BS 97X4930 NH6B 000 77777 0 000253 2F 000000 050005025CAJ Base Period. FMS CN-JRC

100617 61793428

LLA :

BT 97X4930 NH6B 000 77777 0 000253 2F 000000 0500012N4998 Base Period. FMS CN-MHR

100618 61793429

LLA : BU 97X4930 NH6B 000 77777 0 000253 2F 000000 0500012RX998 Base Period. FMS AT-AWB

100619 61793430

LLA:
BV 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019H8998 Base Period. FMS NE-PPA

100620 61793525

T.T.A .

BB 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019WR998 Base Period. FMS AT-P-GOZ

LLA : BC 97X4930 NH6B 000 77777 0 000253 2F 000000 0500012UJ998 Base Period. FMS. TW-AJX

100622 61793527

LLA : BD 97X4930 NH6B 000 77777 0 000253 2F 000000 0500019YZ26J Base Period. FMS. IS-ARX

100701 61598498

LLA : AN 97X4930 NH6B 000 77777 0 000253 2F 000000 2210003PHPRV UTRE Code 20

100801 61660976

LLA :
AP 97X4930 NH6B 000 77777 0 000253 2F 000000 4110002ZN470
NAVAIR Platforms Project Code 40

LLA:
AO 97X4930 NH6B 000 77777 0 000253 2F 000000 7000003Z9ENG NFCS Code 40

617728460

LLA: AO 97X4930 NH6B 000 77777 0 000253 2F 000000 7000003Z9ENG NFCS - Code 40

101001

LLA : AR 97X4930 NH6B 000 77777 0 000253 2F 000000 42100046XTPM CLS Code 40

101101 61640350

AS 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002THCY1 Base Period. Logistics Agencies Program. CA Support.

101102

AT 97X4930 NH6B 000 77777 0 000253 2F 000000 0510003G4CY2 Base Period. Naval Aviation.

AU 97X4930 NH6B 000 77777 0 000253 2F 000000 0510003B3CY2 Base Period. Logistics Agency - Naval Aviation.

101104

AV 97X4930 NH6B 000 77777 0 000253 2F 000000 05100004ZCY2 Base Period. Logistics Agency. Naval Aviation.

101105 61640383

AW 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002THCY3 Base Period. Logistics Agency - Maritime

101106 61640389

LLA :

AX 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002Y8CY3 Base Period. Logistics Agencies - Maritime.

101107 61640427

AY 97X4930 NH6B 000 77777 0 000253 2F 000000 0510000EAYD1

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Base Year. Logistics Agency - Joint Services.
101201
        61793433
LLA :
BW 97X4930 NH6B 000 77777 0 000253 2F 000000 4110002ZNCAG
Base Period. NAVAIR Platforms PM
101202
        61793433
LLA :
BW 97X4930 NH6B 000 77777 0 000253 2F 000000 4110002ZNCAG
Base Period. NAVAIR Platforms. FM
101301
        61588122
LLA :
AZ 97X4930 NH6B 000 77777 0 000253 2F 000000 05000031G998
Base Period. NAVAIR Weapons - Platforms.
101302
        61608730
LLA :
BA 97X4930 NH6B 000 77777 0 000253 2F 000000 0500004LZCAL
Base Period. NAVAIR Weapons - Littoral Mine Warfare/Force Protection.
3000AA
        61803719
BX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP
Transition / Phase In. ODC
300701
        61598498
LLA :
AN 97X4930 NH6B 000 77777 0 000253 2F 000000 2210003PHPRV
Base Period. UTRE - ODCs.
301001
        61608842
AR 97X4930 NH6B 000 77777 0 000253 2F 000000 42100046XTPM
Base Period. CLS - ODC's
301101
        61640350
AS 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002THCY1
Base Period. Logistics Agency Program - ODCs.
        61640434
301102
AU 97X4930 NH6B 000 77777 0 000253 2F 000000 0510003B3CY2
Base Year. Logistics Agency - ODCs
        61640383
301103
LLA :
AW 97X4930 NH6B 000 77777 0 000253 2F 000000 0510002THCY3
Base Periods. Logistics Agencies - ODCs
MOD 1
100201
        61803719
LLA :
BX 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070214SP
Base Year. Comptroller Department - Accounting Division - MIT/AP/TOT/Travel.
        62057614
100402
BY 97X4930 NH6B 000 77777 0 000253 2F 000000 3000004K7CB6
Modification 01: Incremental Funding to support CLIN 1004 Maintenance Engineering /
Industrial Operations, Code 30.
100403
       61935387
BZ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000002X3CB6
Modification 01: Provide incremental funding for CLIN 1004 - Maintenance
Engineering / Industrial Operations, Code 30.
```

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

TASK ORDER MODIFICATIONS: The Contractor shall not perform work that is considered to be outside the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the Contractor considers to be outside the scope of the requirements of this Task Order, the Contractor shall promptly notify both the TOM and the Contracting Officer. No work shall begin until the issue has been resolved.

Task Order Manager

Ms. Gina Regynski, 02A

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610 Dowell Street

Keyport, WA 98365

Email: Gina@kpt.nuwc.navy.mil

Phone: 360-315-3156 Contracting Specialist Ms. Diane Kostelecky

610 Dowell St

Keyport, WA 98345

Ph: 360-315-3384/Fax: 360-396-7358 E-Mail: kosteleckydl@kpt.nuwc.navy.mil

SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H Clauses shall be in accordance with Section H of SeaPort Multiple Award IDIQ contracts.

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be estimated based on the historical data provided with Section C for total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) 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 40 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 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.

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- (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:

- 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 work 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.

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

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this 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

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allotted amount(s) will cover are as follows:

| ITEM | ALLOTTED TO COST | ALLOTTED TO FIXED FEE | CPFF | M/HS | EST. POP |
|--------|---------------------|-----------------------------|------|------|-------------------------|
| 100202 | | | | | 8/1/2006 - 7/31/2007 |
| 100203 | | | | | 8/1/2006 - 7/31/2007 |
| 100204 | | | | | 8/1/2006 - 7/31/2007 |
| 1003 | | | | | 8/1/2006 - 7/31/2007 |
| 1004 | | | | | 8/1/2006 - 7/31/2007 |
| 1005 | | | | | 8/1/2006 - 7/31/2007 |
| 1006 | | | | | 8/1/2006 - 7/31/2007 |
| 1007 | | | | | 8/1/2006 - 7/31/2007 |
| 1008 | | | | | 8/1/2006 - 7/31/2007 |
| 1009 | | | | | 8/1/2006 - 7/31/2007 |
| 1010 | | | | | 8/1/2006 - 7/31/2007 |
| 1011 | | | | | 8/1/2006 - 7/31/2007 |
| 1012 | | | | | 8/1/2006 - 7/31/2007 |
| 1013 | | | | | 8/1/2006 - 7/31/2007 |
| 3010 | | | | | 8/1/2006 - 7/31/2007 |
| 3011 | | | | | 8/1/2006 7/31/2007 |

- (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 task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLIN(s)/SLIN(s) 1000AA , 1001AA , 100201 , 3000AA , 3002AD , 3007 are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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.

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- (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 contractor 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 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 order 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 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 complete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Contractor agrees, that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

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- (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 Contracting from participating in any research and development or delivery 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.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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SECTION I CONTRACT CLAUSES

52.217-7 Option for Increased Quantity - Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
- (a) The Government may extend the term of this contract by written notice to the Contractor within ten (10) days prior to task order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.
- 52.219-1 -- Small Business Program Representations.

As prescribed in 19.308(a)(1), insert the following provision:

Small Business Program Representations (May 2004)

- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$23 M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offferor represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is * is, * is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –
- (i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or

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| concerns that are participating in the HUBZone small business concern o HUBZone small business concern p HUBZone representation. | r concerns that are participating in the | |
| (7) [Complete if offeror represented shall check the category in which its | | n (b)(2) of this provision.] The offeror |
| Black American. | | |
| Hispanic American. | | |
| Native American (American Inc | dians, Eskimos, Aleuts, or Native H | awaiians). |
| Asian-Pacific American (person Brunei, Japan, China, Taiwan, Laos Territory of the Pacific Islands (Rep Micronesia, the Commonwealth of t Tonga, Kiribati, Tuvalu, or Nauru). | public of Palau), Republic of the Ma | Korea, The Philippines, U.S. Trust rshall Islands, Federated States of |
| Subcontinent Asian (Asian-Indi Sri Lanka, Bhutan, the Maldives Isla | ian) American (persons with origins ands, or Nepal). | from India, Pakistan, Bangladesh, |
| Individual/concern, other than of | one of the preceding. | |
| (c) Definitions. As used in this prov | ision | |
| "Service-disabled veteran-owned sn | nall business concern"— | |
| (1) Means a small business concern- | _ | |
| (i) Not less than 51 percent of which publicly owned business, not less th service-disabled veterans; and | | isabled veterans or, in the case of any is owned by one or more |
| (ii) The management and daily busine veterans or, in the case of a service- permanent caregiver of such veterar | disabled veteran with permanent and | led by one or more service-disabled d severe disability, the spouse or |
| (2) Service-disabled veteran means service-connected, as defined in 38 | | 01(2), with a disability that is |
| | | Government contracts, and qualified |
| "Veteran-owned small business con | cern" means a small business conce | rn— |
| | | (as defined at 38 U.S.C. 101(2)) or, he stock of which is owned by one or |
| (2) The management and daily busing | ness operations of which are control | led by one or more veterans. |
| "Women-owned small business con | cern," means a small business conce | ern |
| (1) That is at least 51 percent owned at least 51 percent of the stock of when the stock of when the stock of when the stock of the stock of when the stock of th | | ease of any publicly owned business, in; and |
| (2) Whose management and daily be | usiness operations are controlled by | one or more women. |
| (d) Notice. | | |

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under

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the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

- 52.219-6 Notice of Total Small Business Set Aside (June 2003)
- 52.222-2 Payment for Overtime Premiums (Jul 1990)
- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed 1650 labor hours per year or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- * Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.
- 52.222-41 Service Contract Act (July 2005)
- 52.224-1 Privacy Act Notification (April 1984)
- 52.224-2 Privacy Act (April 1984)
- 52.237-3 -- Continuity of Services (Jan 1991)
- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --
- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice,
- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
- (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

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The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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SECTION J LIST OF ATTACHMENTS

Attachment A - Estimated Workload Information

Attachment B - References

Attachment C - Performance Requirement Summary

Attachment D - Estimated Travel Requirements

Attachment E - Acronym Listing

Attachment F - DD-254

Attachment G - Reserved

Attachment H - Reserved

Attachment I - Kitsap County Wage Determination