

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
09

3. EFFECTIVE DATE
08-Sep-2016

4. REQUISITION/PURCHASE REQ. NO.
N4761516RC4S014

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE
NAVSUP FLC San Diego, Code 200
3985 Cummings Road
San Diego CA 92136-4200
gloria.quintero@navy.mil 562-626-7074

N00244

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

S2404A
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Envisioneering
5904 Richmond Highway Suite 300
Alexandria VA 22303-1864

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4047-NW06

10B. DATED (SEE ITEM 13)

27-Aug-2014

CAGE CODE
1PQS6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

- (*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- [X] Changes 52.243-4
- [] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- [] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Caron L Rigali, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Caron L Rigali

(Signature of Contracting Officer)

08-Sep-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to incorporate wage determinations WD 15-5635 Rev 02 and WD 15-5645 Rev 01. All other terms and conditions remain the same. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,893,553.66 by \$0.00 to \$2,893,553.66.

The total value of the order is hereby increased from \$3,090,998.00 by \$0.00 to \$3,090,998.00.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	ORDNANCE LOGISTICS SUPPORT SERVICES (O&MN,N)	1.0	LO	\$966,878.00	\$57,696.00	\$1,024,574.00
700001	R425	N4761514RC70010 (O&MN,N)					
700002	R425	N4062814RC72005 (O&MN,N)					
700003	R425	N4761514RC4S026 (O&MN,N)					
700004	R425	N4761514RC4S026 (O&MN,N)					
700005	R425	N4761814RC4A006 (O&MN,N)					
700006	R425	N4761814RC4A006 (O&MN,N)					
700007	R425	N4761515RC4S011 (O&MN,N)					
700008	R425	N4761815RC4A005 (O&MN,N)					
700009	R425	N4761815RC4A005 (O&MN,N)					
7001	R425	ORDNANCE LOGISTICS SUPPORT SERVICES (O&MN,N)	1.0	LO	\$972,266.00	\$58,019.00	\$1,030,285.00
700101	R425	N4761515RC4S023 (O&MN,N)					
700102	R425	N4761515RC4S023 (O&MN,N)					
700103	R425	N4761515RC4S023 (O&MN,N)					
700104	R425	N4761515RC70008 (O&MN,N)					
700105	R425	N4062815RC72005 (O&MN,N)					
700106	R425	N4761815RC4A006 (O&MN,N)					
700107	R425	N4761515RC4R003 (O&MN,N)					
700108	R425	N4761516RC4S003 (O&MN,N)					
700109	R425	N4761516RC4R002 (O&MN,N)					
7002	R425	ORDNANCE LOGISTICS SUPPORT SERVICES (O&MN,N)	1.0	LO	\$977,789.00	\$58,350.00	\$1,036,139.00
700201	R425	N4761516RC4S014 (O&MN,N)					
700202	R425	N4761516RC4S014 (O&MN,N)					
700203	R425	N4761516RC70025 (O&MN,N)					
700204	R425	N4062816RC72012 (O&MN,N)					
7003	R425	ORDNANCE LOGISTICS SUPPORT SERVICES (O&MN,N)	1.0	LO	\$983,450.00	\$58,690.00	\$1,042,140.00
		Option					

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

ORDNANCE LOGISTICS SUPPORT SERVICES

1.0 General

1.1 Scope:

The Navy Munitions Command CONUS West Division (NMC CWD) has a requirement for support services within the NMC CONUS West Division (NMC CWD), Unit Seal Beach, and Fallbrook Annex. Support services are to be provided at Naval Weapons Station (NWS) Seal Beach and NWS Fallbrook. The Performance Work Statement (PWS) describes the technical and support services that are required to support the NMC CWD mission of Fleet Ordnance Support (FOS).

1.2 This task order includes the following support requirements located at two different locations.

1.2.1 Develop and maintain an ordnance qualification and certification program in accordance with PWS 2.1.

1.2.2 Support to NMC CWD Unit Seal Beach Surface Launched Missile (SLM) Division, Seal Beach, California in accordance with PWS 2.2.

1.2.3 Support to NMC CWD, NMC CWD Unit Seal Beach, Seal Beach, California and NMC CWD Unit Seal Beach Fallbrook Annex, Fallbrook, California in accordance with PWS 2.3.

1.2.4 Support to NMC CWD Unit Seal Beach Fallbrook Annex Air Launched Missile (ALM) Division, Fallbrook, California in accordance with PWS 2.4.

1.3 Project Objective and Background:

1.3.1 Objective:

The objective of this task order is to provide ordnance support services to NMC CWD, Unit Seal Beach, and Fallbrook Annex.

Support specific to the Surface Launched Missiles (SLM) Division at NMC CWD Unit Seal Beach includes support of the Standard Missile, Evolved Sea Sparrow Missile (ESSM), Tomahawk Missile, and Vertical Launch systems material coordination, movement, and tracking.

Support specific to NMC CWD, Unit Seal Beach, and Fallbrook Annex will include support truck driving and heavy equipment operations, key custodianship and magazine access.

Support specific to the Air Launched Missiles (ALM) Division at NMC CWD Unit Seal Beach Fallbrook Annex includes support of the Navy Sidewinder, Maverick, Hellfire, and Air Force Maverick material coordination, movement, and tracking.

1.3.2 Clearances and Licensing:

In accordance with FAR 52.204-2 – Security Requirements:

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(a) This clause applies to the extent that this contract involves access to information classified “Confidential” or “Secret”.

(b) The Contractor shall comply with—(1) The Security Agreement DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and (2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agree to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

1.3.2.1 Facility Clearance Level (FCL). A FCL is an administrative determination that a company is eligible for access to classified information or award of a classified contract. Per DOD 5220.22-M, contract award may be made prior to the issuance of an FCL. In those cases, the contractor will be processed for an FCL at the appropriate level and must meet eligibility requirements for access to classified information. However, the contractor will not be afforded access to classified information until the FCL has been granted. A contractor or prospective contractor may not apply for its own FCL. Only a Department of the Navy (DON) contracting command or cleared contractor may initiate a request for a FCL through the Defense Security Service (DSS). Specific procedures are contained in reference SECNAVINST M-5510.36.

Contractor personnel shall be granted access to classified information at a level commensurate with the FCL of the employing company. When the employing company does not possess a valid FCL, employees of that company may not be granted access to classified information, even if the Joint Personnel Adjudication System (JPAS) indicates the individual employee possesses a security clearance.

1.3.2.2 Personnel Clearance Level (PCL). Contractors may designate employees who require access to classified information during the negotiation of a contract or the preparation of a bid quotation pertaining to a prime contract or subcontract to be processed for a PCL concurrent with the FCL. The granting of an FCL is not dependent on the clearance of such employees. Additionally, personnel cannot be cleared for access to classified information at a higher level than the FCL of their employing contractor. Employees without a PCL must be excluded from classified access. The contractor shall limit requests for PCLs to the minimal number of employees necessary for operational efficiency, consistent with contractual obligations and other requirements of DOD 5220.22-M. Requests for PCLs shall not be made to establish pools of cleared employees. Only U.S. citizens are eligible for a security clearance.

1.3.2.3 Background Investigations. The type of investigations required for PCLs is determined by the level of access. A National Agency Check with Local Agency Check and Credit Check (NACLCC) is required for Secret, and Confidential PCLs. Investigative requests shall be made using the electronic version of the Questionnaire for National Security Positions (SF 86). The Facility Security Officer (FSO) or person designated by the contractor shall aid in the completion of the SF 86, to include fingerprinting. Background investigations shall be coordinated with the cognizant security agency (e.g. Defense Industrial Security Clearance Office (DoD-DISCO)). Contractors are not permitted to grant clearances. Only the cognizant security agency may grant clearances to contractor personnel.

The nature of work within NMC/NMCPAC that is directly associated with ordnance handling (e.g. maintenance, storage, and segregation) is considered sensitive based on its significance to national security. Additionally, all contractors who require access to DON IT systems for the performance of their duties are subject to a trustworthiness determination.

The contractor shall conduct background checks for any new employees prior to their starting on the task order.

1.3.2.4 Interim Clearance. Contractor personnel who require Secret or Confidential PCLs may be granted interim PCLs provided there is no evidence of adverse information of material significance. Non-U.S. citizens are not eligible for access to classified information on an interim basis. Withdrawal of an interim PCL is not a denial or revocation of the clearance and may not be appealed. Specific limitations on interim PCLs are contained in DOD 5220.22-M.

1.3.2.5 Defense Industrial Security Clearance Office (DoD-DISCO). DISCO processes and issues personnel and facility security clearances for contractors participating in the NISP and furnishes security assurances on U.S. contractor personnel and facilities to authorized foreign governments. It also responds to inquiries from defense contractors, military, Government agencies, Defense Security Service (DSS) field elements and headquarters personnel who require information or assistance with individual clearance or investigative processing, to include Freedom of Information or Privacy Act requests and Congressional inquiries.

1.3.2.6 Contract Security Classification Specification (DD-254). The DD-254, with its attachments, supplements, and incorporated references, is designed to provide a contractor with the security requirements and classification guidance needed for performance on a contract. The COR will coordinate with the Command

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Security Manager to complete and sign the DD-254, and revisions thereto, and other security related contract correspondence. The COR will coordinate with the Command Security Manager to ensure all requirements of the references applicable to industrial security are met with regard to contracts that involve access to classified information.

1.3.2.7 Contractor personnel will be required to turn in their Common Access Card (CAC) and Ordnance Installation Restricted Area Badge at the expiration of their contract, upon termination, or transfer. Contractors must also receive a new CAC whenever the contract is extended, renewed, or upon assignment to a different company/contract, whether or not the CAC in their possession is expired.

1.3.2.8 Specific Procedures Applicable to Arms, Ammunition and Explosives (AA&E) Positions. Contractors operating a vehicle or providing security to a vehicle transporting Category I, II, or Confidential AA&E require a favorably adjudicated NACLIC or Access National Agency Check with Inquiries (ANACI).

1.3.2.9 Specific clearance requirements are included within the task requirements below. The contractor shall certify to the Contracting Officer (CO), or representative, that it has reviewed the accepted project specifics and all other referenced security plans with each employee and subcontractor's employee prior to these employees engaging in field activities. The contractor shall take immediate precautions or actions such as the CO or authorized representative (i.e. COR) may require for security compromises and prevention of the same.

The contractor shall provide sufficient oversight of all contract employees to ensure they maintain security clearances and licenses as required. In the event a contract employee loses a clearance or license the contractor shall immediately inform Contracting Officer (CO), or representative of their plan of actions to resolve the situation.

The contractor shall be responsible for safeguarding all Government equipment, information, and property provided for contractor use.

1.3.3 Privacy Act:

It is not envisioned that the contractor will come across privacy information but in the event that they do the below statement applies.

Contractor personnel working on this project may have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Contract employees whose work requires access to proprietary information will be required to sign a Non-Disclosure Form. Contractor shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form for every employee and appropriate corporate officer on behalf of the corporation. Further details are provided in Section 8.0, Organizational Conflict of Interest.

1.3.4 Personnel:

All contractor employees must be U.S. citizens. In addition, contractor personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

The Government Representative reserves the right to review and approve the qualifications of the key personnel assigned to this effort. The Contractor shall notify the Government Representative or authorized representative of significant personnel changes along with the steps the Contractor is taking to ensure impacts to the completion of work are minimized. The Contractor shall notify the Government Representative in writing of any proposed changes to key personnel at least ten (10) working days prior to need for a replacement. Individuals designated as key personnel will be committed to the project for its duration and cannot be substituted or replaced without the written agreement of the Government Representative. Key personnel must have current knowledge of relevant procedures and practices.

2.0 Specific Tasks Requirements:

2.1 Task Order Description: Develop and maintain an ordnance qualification and certification program. Place of Performance: Naval Weapons Station Seal Beach, Seal Beach, California. In accordance with OPNAV 8023.24 Series, OPNAVINST 4790.2, and NAVSUP P-805, all personnel will be qualified and certified to handle ordnance.

2.1.1 Contractor shall develop, implement, and provide oversight of an ammunition and explosives qualification and certification (QUAL/CERT) program for contractor personnel. A QUAL/CERT Program is necessary due to the potential catastrophic consequences associated with explosive mishaps, which could result from the improper handling, loading, processing, and testing of ordnance items/explosive devices. Contractor shall be responsible for providing required medical

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examinations and Personal Protective Equipment (PPE) (e.g. steel toe shoes, hard hats, gloves) to contractor personnel.

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Contractor QUAL/CERT program shall be presented to the COR and Unit Seal Beach Ordnance Director for concurrence of meeting Navy requirements prior to task work being performed. Contractor shall review their QUAL/CERT program with COR and Unit Seal Beach Ordnance Director at a minimum quarterly. Contractor shall take immediate action if personnel do not meet QUAL/CERT program requirements for work on any task element.

2.1.2 QUAL/CERT Program. The contractor shall develop an internal Qual/Cert Program and provide training necessary for all their employees to be qualified and certified to work with explosives and ammunition in accordance with OPNAVINST 8023.14 (Series), OPNAVINST 4790.2, and NAVSUP P-805 before being assigned to work with explosives. This includes training in the operation of forklifts. Qualification and certification records will be provided to the designated Government representative. Final signature of the individual Qual/Cert will be the responsibility of the Contractor. The contractor shall ensure employees maintain their Qual/Certs as required. In the event a contract employee loses their Qual/Cert designation, the contractor shall immediately inform the Unit Seal Beach Director and the Contracting Officer (CO), or representative of their plan of actions to resolve the situation.

2.1.3 Physical examinations. The contractor shall provide pre-employment physical examinations commensurate with the employee assignment in the contract. Annual physical exams will also be provided by the Contractor for employees over the age of 60. Bi-annual physical exams will be provided for all other employees. Physical exams must be successfully passed. Physical exams are to be managed, provided, and paid for by the contractor. The government shall be immediately informed of physical exam failures which impact the ability to perform work and the contractor's next steps to resolve.

2.1.4 Random drug testing. The contractor shall provide pre-employment drug testing. The contractor shall implement, conduct, and manage a random drug testing program covering their employees assigned to this task. The contractor drug testing program shall mirror the requirements of the Navy's program. The government shall be immediately informed of positive results and the contractor's next steps to resolve. NMC CWD Unit Seal Beach and Fallbrook Annex are drug free workplaces and the contractor shall maintain the same standard for employment. The contractor shall provide a quarterly drug testing report to the COR.

DELIVERABLES: Development and management of one QUAL/CERT program complying with the requirements outlined in the noted instructions.

2.2 Task Order Description: Support to NMC CWD Unit Seal Beach Surface Launched Missile (SLM) Division, Seal Beach, California. Place of Performance: Bldg. 43, 44, 241, 865, 878, 879, 907, 910, 911, 915, and 923, Naval Weapons Station Seal Beach, Seal Beach, California.

2.2.1 Inventory Support. Secret Security Clearance is required

2.2.1.1 Contractor shall store, retain accountability, manage and distribute Standard, Evolved Seasparrow Missile (ESSM), Tomahawk, and MK41 System inventory consisting of 1200 missile and related production components and repair parts. Forklifts will be provided as Government Furnished Equipment (GFE) in accordance with the clause(s) identified in 48 CFR 52.247-25. All personnel will be qualified and certified to handle ordnance in accordance with OPNAV 8023.24 Series, OPNAVINST 4790.2, and NAVSUP P-805 (see Section 2.1 for additional requirements).

2.2.1.1.a Contractor shall perform the physical inventory of all spare and repair parts to maintain inventory accuracy, identify inventory errors, and correct any verified discrepancies noted based on available data and pre-adjustment research. The contractor shall prepare complete inventory status reports, such as magazine inventory reports and Missing, Lost Stolen, Recovered (MLSR) reports at a minimum during the inventory occurring as monthly sampling, annual inventory for storage, and semi-annual inventories of production buildings. No less than the following inventories will be performed: 12 monthly sampling inventories, semi-annual production building inventories, and an annual storage inventory. During the inventory process, the contractor shall identify those items that appear to be candidates for disposal, process reports as necessary, and identify and correct warehousing / packaging issues. The contractor shall prepare complete inventory status reports such as magazine inventory reports and MLSR's when necessary or requested. Approximately 6 MLSR reports are required per year. On average, SLM requires approximately 6240 OIS-R transactions on line items of inventory and processes an average of 2500 missiles and components per year.

2.2.1.1.b The contractor shall update information to OIS-R for missiles and missile components on a daily basis to accurately reflect the production processes being performed and the status of the missile / components.

2.2.1.1.c Perform issue and receipt support functions for inert and Hazard Class 1.4 explosives. **Format?** The contractor shall provide accurate tracking and identification, proper warehousing and storage, identification of obsolete / excess materials, and verification of material availability, daily. -

2.2.1.1.d Physical movement of inert and 1.4 explosive material is required, which will necessitate use of forklifts and a government acceptable qualification/certification program as outlined in section 2.1. Approximately 1440 physical movements and staging of components in storage occur per year.

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2.2.1.1.e Identify excess material (i.e. obsolescence, H code, as identified by government POC, etc.) and process identified material through DLA Disposition Services as outlined in this PWS. The contractor shall reconcile discrepancies between the record and the physical count with historical transaction documentation. —

2.2.2 Container and Canister Support (e.g. minor sanding, touch-ups, re-stenciling, minor repairs). Secret Security Clearance is required. -

2.2.2.1 The contractor shall perform corrosion control and cleaning operations for canisters and containers. This effort is in conjunction with the rate of Surface Launch Missile production. This includes minor sanding and touch up operations, re-stenciling, and minor repairs. Work includes the operation of the wash rack at Bldg. 907 and/or Bldg. 241. The operational responsibilities include filter changes on the wash rack and maintenance of the equipment to ensure no contamination of the waste water that would be in violation of environmental concerns. This shall be done every 30 to 45 days, but is dependent upon demand for canisters and containers from the shop. Filters and supplies are GFM. Workload is approximately 1200 canisters per year. Filter changes on the wash rack occurs approximately 10 - 12 times per year.

2.2.3 Stowage / Warehousing Support. Secret Security Clearance is required.

2.2.3.1 Contractor shall maintain the stowage system for all inert and explosive storage areas assigned to SLM. The contractor shall ensure stowage compliant to all applicable warehousing requirements, including MPPEH (Material Potentially Presenting an Explosive Hazard) and provide MDAS (Material Document as Safe) or MDEH (Material Documented as Explosive Hazard) certificates, as applicable. The contractor shall identify: space available, volume of material currently required to stow with a historically projected future receipt/issue quantity; compatibility of material types, consolidation of type; impound of unserviceable material; and logical material flow. These applicable warehousing requirements and material technical data shall be executed and maintained by the contractor. The goal is compliance with Navy storage requirements and having material readily available for shipment. Workload is approximately 2400 serviceable and unserviceable components per year.

2.2.4 Equipment and Material Planning/Tracking. Secret Clearance Required.

2.2.4.1 Contractor shall conduct inventory of SLM tool and parts stockrooms and update spreadsheet to reflect correct product number, nomenclature, quantities and any critical characteristics. Performance is quarterly or as needed to maintain the inventory. SLM has an approximate inventory of 770 line items of consumables and 2200 tools.

2.2.4.2 Contractor shall ensure that all equipment, including those needing calibration, is properly managed, monitored, calibrated and accounted for. There are approximately 2200 tools, with 552 tools in the calibration program.

2.2.4.3 Contractor shall ensure that all Hazardous Materials are maintained and issued properly on a daily basis, receive new items weekly and conduct monthly inventories. The contractor shall maintain inspection logs, draft monthly environmental VOC reports for submittal to government POC, maintain and work to a current Material Safety Data Sheets (MSDS) management system and Authorized Use List (AUL), and ensure that proper equipment, conveyances, and supplies are available to dispose of Hazardous Waste. Contractor shall recommend and coordinate the return of unneeded or expired items with the government POC. There are approximately 250 HAZMAT items.

2.3 Task Order Description: Support to NMC CWD Unit Seal Beach, Seal Beach, California. Place of Performance: Bldg. 59, Naval Weapons Station Seal Beach, Seal Beach, California.

2.3.1 Key Control and Magazine Access Support in accordance with OPNAVINST 5530.13 series. Confidential Security Clearance is required:

2.3.1.1 Contractor shall provide an alternate Key Control custodian services for the Ordnance Operations Department. Work includes the issue and receipt of restricted access keys to authorized personnel, management and completion of hard copy key issue logs, and management/housekeeping of key control safe. Approximately 250 key control actions per year.

2.3.1.2 Contractor shall ensure physical security requirements for magazines opened for the performance of ordnance inventories, inspections, and other requirements for escorted magazine access. Approximately 180 escort evolutions will occur per year.

2.3.2 Inventory Management and Administration Support. Confidential Security Clearance is required.

2.3.2.1 Contractor shall maintain inventory control for all Minor -Weapons Inventory Property System (WIPS); Plant - Defense Property Accountability System (DPAS); and Command owned Information Technology (IT) assets (hardware/software) - Regional Application Tracking System (RITA) assets (or replacement

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systems) supporting the NMC CWD Ordnance Support, NMC CWD Explosives Safety Office, NMC CWD Unit Seal Beach and Fallbrook Annex. There are approximately 130 line items in WIPS, 50 line items in DPAS, and 600 line items in RITA. There are approximately 12 physical inventory spot checks conducted each year (one per month), with associated updating of database records after completion. Additionally, there are approximately 12 unique spot checks required each year to verify inventory of a small inventory population.

2.3.2.2 Contractor shall maintain active, pending, and completed WIPS, DPAS, and RITA inventory records per DODINST 4160.21M, NAVCOMP Manual Vol. 3 Chapter 6 and CPFINST 5238.1B (or latest). Complete DD forms as required. Ensure signed copies of documentation (e.g. DD Form 1149, DD Form 1348-1A, and DD Form 200) are obtained, maintained, and filed for audit purposes in accordance with current DON regulations. Ensure inventory assets classification levels are identified and are transferred, maintained, and disposed of in accordance with security and information assurance regulations. Perform causative research as required for inventory reconciliation. Monthly inventory reports and supporting documentation will be provided to the COR.

2.3.2.3 Contractor shall tag new property. Class 3 and 4 DPAS to include assigning and tagging Navy Identification Numbers (NID) (with the exception of USN numbered vehicles and material handling equipment per NAVSUP P-50009), preparing DD Form 1342 and forwarding to NMC CWD Financial Management Branch. WIPS – includes affixing identification tags per NAVCOMP Manual, and current DOD directives and creating associated records in the DPAS, or current government system, database. RITA – apply RITA inventory labels. Label assets with appropriate data classification sticker (e.g. Unclassified, Classified, Sensitive, Secret, etc.). Use standardized naming conventions for like equipment to the greatest extent possible. Ensure assets are assigned to a specific user or custodian. Approximately 12 new property tags and record creation actions are required each month.

2.3.2.4 Contractor shall update WIPS and RITA records. Enter all new asset information into respective inventory database/system. Update and/or delete items from cost center accounts contained in the DPAS and/or RITA database per completed and approved survey document DD Form 200, or completed excess document DD Form 1348-1 or DD Form 1149, signed by the custodian. Other tasks shall include transfer between departments, activities, or DLA Disposition Services. Perform custodial inventory and update records upon notification of employee transfer or departure. Keep quarterly backup of property records and maintain for a minimum of three years. Approximately 12 new record creation and 6 record deletion actions are required each month, with database update required to reflect change of custodianship of assets for new or departing employees. Provide quarterly asset report by building and supervisor to the COR. Enter accurate assets information for new records into the appropriate system.

2.3.2.5 Contractor shall perform WIPS and RITA inventories and support higher headquarters spot checks. Delete, add, revise, and transfer minor property changes per DODINST 4160.21M. Delete, add, revise, and transfer property in the RITA database. Provide current controlled WIPS and RITA listings when requested by the COR. Tri-annual DPAS inventory required per NAVCOMP Manual Vol. 3. RITA inventories are to be conducted semi-annually, based upon COMPACFLT guidance. WIPS property inventories are to be conducted annually. Provide inventory reports (to include beginning inventory, final inventory, DD200's, causative research, copies of transfer documentation, and general findings) to applicable program coordinator. WIPS - There is one WIPS annual 100% physical inventory audit of assets to ensure accuracy of database information. Provide a complete inventory package to include Original Count sheet, copy of final upload, completed/signed supporting documentation (e.g. DD Form 1149, DD Form 1348-1a and DD Form 200), and system updated with supporting document numbers and notes. DPAS – There is a Triennial DPAS 100% physical inventory. Provide a complete Inventory package to include completed/signed supporting documentation (e.g. DD Form 1149, DD Form 1348-1a and DD Form 200) turned in to Command DPAS program manager. RITA – There is a semi-annual 100% RITA physical inventory & audit of database to ensure accuracy. A complete Inventory package to include Original Count sheet, copy of final upload, completed/signed supporting documentation (e.g. DD Form 1149, DD Form 1348-1a and DD Form 200), and system updated with supporting document numbers and notes.

2.3.2.6 Contractor shall ship, track, and document WIPS, DPAS and RITA property assets. Complete documentation and prepare WIPS, DPAS, or RITA property assets for shipment to repair facility or transfer between activities. Track shipments and obtain receipt signatures for property records. Maintain and coordinate records of pooled resources and assets issued on a temporary basis for use. Issue/deliver assets and follow up with user for return of asset if not returned by scheduled date. There are approximately 20 assets per year sent for repair or transfer. Update, track and maintain log of pooled assets and provide status to COR quarterly.

2.3.2.7 Contractor shall process material for disposal.

2.3.2.7.1 Contractor shall receive, recommend for disposal (to the COR), and process excess non-ordnance related material for disposal. Includes screening, identifying, segregating, salvaging, redistributing, exchanging, returning, and palletizing per DODINST 4160.21 (latest edition). Decision to dispose must be made by the COR! Load and ship material not reutilized for DLA Disposition Services (formally the Defense Reutilization and Marketing Office (DRMO) and the Defense Reutilization and Marketing Service (DRMS)). All metal recyclable items will be disposed of through the Navy Region Southwest recycling program. Receive and process precious metals for re-entry into the supply system or disposal. Per DODINST 4160.21-M, maintain a separate file of precious metal expenditure documents. Ensure all DD1348s are correct and complete for turn-in. Update the controlled minor property listing or RITA database as outlined in section 2.3.2. Maintain historical records for 5 years.

2.3.2.7.2 Contractor shall provide services as a truck driver utilizing vehicles up to a 5 ton stake bed to transport non-explosive items to the authorized DLA Disposition Services location. Ensure loads are properly secured for transport. Contractor shall provide MHE (e.g. forklift) operator support necessary for loading and unloading of vehicles. Contract employee(s) must hold a valid Class C Driver's License and MHE license. There are approximately 14 shipments per year.

2.3.3 Two-dimensional barcode (2DBC) and Radio Support. Confidential Security Clearance is required.

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2.3.3.1 Contractor shall provide daily inventory control/management, minor troubleshooting, and deployment of 2DBC (approximately 235 items to include barcode scanners, printers, and associated parts/equipment) and approximately 130 radios to Unit Seal Beach and Fallbrook Annex. Perform scanner to scanner software and configuration replication of 2DBC equipment for ordnance field support.

2.3.3.2 Contractor shall coordinate repair, shipment, and tracking of 2DBC and radio assets returned for warranty work or repair with government POC. Contractor shall provide recommendations to and receive repaired items back from government POC after the repair has been approved. Contractor shall maintain warranty information for assets.

2.3.3.3 Contractor shall maintain accurate and complete inventory of 2DBC and radio equipment. Provide recommendations for procurement of replacement items (e.g. cables, batteries, straps, etc.) based on available inventory and condition of current equipment.

2.3.4 Supply and Equipment Movement: Confidential Security Clearance is required.

2.3.4.1 Contractor shall deliver, move, transfer items (e.g. supplies, equipment) from one location to another (e.g. Supply, various ordnance buildings) at Seal Beach. Perform receipt inspection to ensure the items were not damaged during shipment and that the quantity shipped matches the shipping paperwork. Provide shipping paperwork to the designated point of contact. For example, a shipment of ordnance slings may be delivered to the Supply building. The contractor will pick up the shipment and deliver to the point of use or storage area. Workload is approximately 4 supply/equipment movements per month.

2.4 Task Order Description: Support to NMC CWD Unit Seal Beach Fallbrook Annex Air Launched Missile (ALM) Division, Fallbrook, California. Place of Performance: Bldg. 380, Naval Weapons Station Fallbrook, Fallbrook, California.

2.4.1 Data Entry Support. Secret Security Clearance is required:

2.4.1.1 Contractor shall process all missile maintenance performed utilizing the Naval Aviation Airborne Weapons Information System (AWIS) module All Weapons Analysis and Reporting System (AWARS) and the Air Force Tactical Munitions Reporting System (TMRS). Process and retrieve all Conventional Ordnance Deficiency Reports (CODRs) utilizing the Naval Aviation Deficiency Reporting System (DRWEB). Contractor will be required to research data utilizing the Naval Ordnance Information System (OIS). Contractor will provide daily support to the ALM Production Control section. There are approximately 900 maintenance actions performed via AWIS, AWARS, and TMRS per year.

2.4.1.2 Contractor shall utilize the NAVAIR Airborne Weapons Information System (AWIS), track missile maintenance, disassembly, and assembly of Navy Maverick (AGM-65) and Navy Sidewinder (AIM-9) missile systems. Utilizing the All Weapons Analysis and Reporting System (AWARS), the contractor will research all-up-round (AUR)/component histories within the NAVAIR database. Contractor will create and maintain configuration sheets and maintenance data sheets for in-work missiles and their corresponding components utilizing the AWARS DES module of AWIS. Utilizing the Naval Ammunition Reclassification data (NARS) module within AWIS, the contractor will retrieve NAR data for comparison against on-hand assets. Contractor will provide daily support as outlined. There are approximately 700 inventory lines per year requiring research for all-up-round (AUR)/component histories within the NAVAIR database. Create and maintain configuration sheets and maintenance data sheets for 500 AUR and components. There are approximately 60 NAR actions per year.

2.4.1.3 Contractor will utilize the DRWEB module in AWIS for entry and retrieval of Conventional Ordnance Deficiency Report (CODR) data. Contractor will provide daily support as outlined. There are approximately 30 CODRs per year.

2.4.1.4 Contractor will utilize the Tactical Munitions Reporting System (TMRS) for missile maintenance, disassembly, and assembly of the Air Force Maverick (AGM-65) missile system; create configuration sheets and maintenance data sheets for in-work missiles and their corresponding components. Contractor will research all-up-round (AUR)/component histories within the database and create all mandatory ship-disks for outgoing AUR/component shipments. Contractor will receive all incoming shipment ship-disks and enters corresponding data into the database. Contractor will function as the Database Administrator for the local TMRS stand-alone system. Receives and installs all program updates to include the creation and maintenance of TMRS user accounts; troubleshoots all database errors with the TMRS help desk. Contractor will provide daily support as outlined.

2.4.1.5 Contractor will perform required research within the local Ordnance Information System (OIS) database. Research includes technical data retrievals to ensure proper identification of AURs and their corresponding components, Naval Ammunition Re-classification (NAR) retrievals to ensure items are placed in the proper condition code, asset retrievals to confirm physical asset quantities and locations, and transaction history retrievals to confirm material configuration changes, movements, issue dates, and other required transactions. Contractor will provide daily support as outlined.

2.4.1.6 Contractor retrieves daily naval message traffic pertinent to the ALM shop. Contractor will perform daily checks of naval messages for CODR responses from fleet units or other storage activities. Maintains a CODR message binder for both Sidewinder and Maverick missile systems, and retains hard copy

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messages for historical file keeping and visual verification of inbound missiles/components that will require maintenance upon arrival to Fallbrook. There are approximately 1500 naval messages per year pertaining to ALM.

2.4.1.7 Contractor provides support to the ALM Production Controller by performance of the following duties: (1) Track budget to actual expenses based upon authorized funding for various programs within ALM. Provide weekly status reports. Update spreadsheets and/or systems based upon workload requirements. (2) Create daily OIS generated and locally generated movement documents for bringing missiles and/or components into or out of the production building. There are approximately 80 OIS generated movement documents per year. (3) Perform inventory management principles within the building and the missile/component magazine storage locations. (4) Generate shipment preparation worksheets (SPWs) for off-station material shipment. There are approximately 30 SPWs generated per year. (5) Provide administrative support for reports, presentations, and spreadsheets used in the tracking of Sidewinder rocket motors, ALM workload, and compliance with required inspection criteria.

3.0 Quality Assurance Surveillance Plan (QASP)

The offerors are required to prepare and submit quality assurance surveillance plan (QASP) as part of your Technical Proposal, which will be part of the Government's best value determination. This QASP will be used by the Government as a method of assessing the contractor's performance during the life of the awarded task order and may be modified as necessary to meet changing conditions.

Schedule	Deliverable	Acceptance Criteria	Method of Surveillance
Initial - no greater than 30 days after award; Quarterly	2.1	Complete QUAL/CERT plan in compliance with applicable instructions. 100% of the deliverables are timely and accurate.	Government review of deliverable.
On-going	2.2.1	> 95% of inventory supporting Standard, ESSM, Tomahawk, and MK41 System consisting of Missiles and related production components and repair parts are submitted timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.2.1.b	> 95% of OIS Updates are completed timely and accurately. OIS transactions completed without rework.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.2.2	> 95% of container and canister support is submitted timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.2.3	>95% of stowage and warehousing supporting all inert and explosive areas assigned to SLM are submitted timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.2.4	>95% of equipment and material planning and tracking to include SLM tools, and parts stockroom, calibration program, and Hazardous Material items are submitted timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.3.1	> 95% of key control and magazine access support are completed timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.

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On-going	2.3.2	> 95% of inventory management and administrative support for all minor, plant and IT assets submitted timely and without rework required. Monthly inventory reports submitted timely.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.3.3	> 95% of 2DBC and radio support deliverables completed timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.3.4	> 95% of supply and equipment movements completed timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
On-going	2.4.1	> 95% of data entry support to the ALM Division deliverables submitted timely and without rework required.	Government review of deliverables. Government review of support and performance through customer input.
30 days after award	Quality Assurance Plan (QAP)	Deliverable of the QAP will describe how the contractor will meet all QASP requirements.	Government review of deliverable.
15 th workday of every month	Monthly Financial Summary and Monthly Status Report	Deliverables must be complete, accurate, current, and timely. 100% of the deliverables are timely and accurate.	Government review of performance through customer input. Government review of deliverables.

4.0 Government Furnished Items and Services.

4.1 Facilities, Supplies and Services:

The Government shall furnish workspace, chair, furnishings, normal office supplies, document reproduction, telephone and fax services, computer and network resources, and reference material necessary to accomplish this task order. The Government will also make available relevant standards, functional statements, technical manuals, computer systems guides, regulations, instructions, and operational procedures.

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4.2 Government vehicles:

The Government shall furnish material handling equipment (e.g. diesel and electric forklifts) and vehicles (e.g. stake trucks) for use by authorized contractor personnel to execute the work identified in this Performance Work Statement. The Head of Agency (CWD) has determined that the sharing of material handling equipment and vehicles (Government & Contractor) is a.) the most cost effective utilization of available resources; b.) consistent with mission application; c.) ensures the safety, security, compliance, and proper use of vehicles and equipment; d.) provides for the rotation of vehicles and equipment, where practical and economical, to equalize usage. In addition, the presence of individual fleets (government and contractor) would pose a safety and transportation risk within the work areas.

The contractor, in the performance of task related duties, may use government vehicles to travel between places of performance and other government offices. The use of any government vehicle for personal use is strictly prohibited. When operating a government vehicle, the contractor shall provide and post a removable placard (e.g. magnetic), with minimum 1" lettering, on the driver and passenger doors which states the following:

For Official Use Only
U.S. Government Vehicle
CONTRACTOR OPERATED

Contractors shall comply with the requirements of FAR Part 51, 41 CFR 101-38, and 41 CFR 101-39. Contract personnel must possess and maintain qualifications/certifications to operate designated vehicles and material handling equipment. Contractor shall keep records of personnel qualifications to operate vehicles and material handling equipment. Contractor records are subject to government audit.

DOD Contractors who operate government furnished vehicles must comply with the licensing requirements of state and local motor vehicle laws. Contractors are prohibited from using government passenger-type vehicles for the purpose of transporting personnel. Typical vehicles authorized for use under the contract include 5 and 10- ton stake trucks. Government material handling equipment, such as forklifts or other wheeled methods of transporting inert-type material are authorized only for use in the performance of contract tasks. Contractors are to establish and enforce suitable penalties for their employees for unofficial use of Government vehicles and equipment. POV's are not authorized for use in ordnance field areas.

DoD contract personnel shall not be issued an OF-346 (U.S. Government Motor Vehicle Operator's Identification Card) or a Construction Equipment Operator's License (NAVFAC 11260/2). Contract personnel assigned to operate government owned motor vehicles/equipment in performance of a contract shall be certified/licensed by the contractor and at the contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The prime contractor shall document all operator qualifications. A copy of this documentation shall be provided to the client representative prior to an operator engaging in any mode of equipment operation and upon any update. The client representative shall retain documentation.

Contractor shall maintain complete insurance coverage, to include, but not limited to, personnel, material handling equipment, vehicles, and property. Insurance requirements are documented in this PWS.

5.0 Contractor Furnished Items and Services.

5.1 Technical Support, Hardware, Supplies:

The contractor shall comply with and provide the technical support necessary to accomplish the requirements of the task order. The contractor will be required to provide a contractor identification badge which is to be worn at all times while on Government property. For work that is for the majority performed at a desk (single location), the contractor will be required to provide a contractor desk plate with employee and company name. There is currently no requirement for contractor furnished hardware. All Government Property furnished by the Government under this task order shall be returned to NMC CWD at the completion of the task order.

5.1.1 Monthly Financial Summary:

The contractor shall provide a monthly billing (for the work done in the previous month) by the 15th workday of the month itemized by employee name, skill category, number of regular hours worked, number of leave hours taken, number of overtime hours worked. Any other direct charges (i.e. travel and per diem expenses) will also be included on the monthly billing as applicable. The billing shall show labor hours and related costs for the current period, the task order to date, the total amount negotiated for the task order, and the amount remaining on the task order. Other Direct Costs (ODCs) shall be reported similarly. This

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allows for efficient and accurate tracking to task order financials over the full course of the effort, and provides effective insight into declining funds availability so the government can budget in a timely manner.

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF).

5.1.2 Monthly Status Report:

The contractor shall provide a monthly status report by the 15th workday of each month which provides a brief summary of accomplishments made during the reporting period, the deliverables that were submitted, and the progress of deliverable products pending submission, and any current or anticipated problems. These reports shall be of sufficient detail to document accomplishments, approximately three pages in length. In addition, the contractor shall provide weekly timesheets for the period of the monthly status report for all personnel. Timesheets will be used to reconcile the monthly billing.

5.1.3 Safety:

The contractor shall provide all safety gear and personal protective equipment (PPE) in support of task requirements and undertakings.

Occupational Safety and Health Program (OS&H Program):

The contractor providing personnel on a Navy installation are responsible for the Occupational Safety and Health (OS&H) of their employees. Contractor(s) shall develop, establish, and implement an OS&H Program identical to the Navy Occupational Safety and Health Program (NAVOSH Program). Contractor(s) shall identify employees and OS&H Program elements, such as Personal Protective Equipment (PPE), Medical Surveillance, etc., applicable to them. Interface with the NAVOSH Office for on-going program developments and technical support to ensure regulatory compliance with OS&H program elements. Provide OSH Program documentation and records to Base Management or outside agency representatives as requested. Important Program Elements include, but not limited to:

Workplace Inspections:

The Contractor shall inspect the work locations and surrounding areas of all contract employees. Contract personnel shall report Unsafe and Unhealthful Working Conditions to their supervisors and Government representative to facilitate corrective action. The correction of deficiencies is the joint responsibility of Contractor and Base Management. At any time the contractor work site may be inspected for state and federal Safety and Health Code compliance.

Mishap Prevention:

All precautionary safety measure shall be taken to prevent mishaps from occurring. Contract personnel shall report all mishaps, including minor incidents, to their supervisor. Contractor personnel, federal employees, and their supervisors are encouraged to work together to identify and prevent mishaps.

Medical Surveillance:

The contractor employer shall schedule contract employees in appropriate physical examinations based on their occupational exposures and Qualification/Certification program. Monitoring and periodic examinations shall be scheduled as per Section 2.1.

5.1.4 Liability Insurance:

Prior to the commencement of work under this Performance Work Statement, the contractor shall furnish to the Contracting Officer or COR a Certificate of Insurance or policy setting forth the contractor's insurance coverage during the period of contract performance with the minimum or higher amounts of liability coverage specified below:

The insurance certificate or policy shall also contain an endorsement or statement that during the period of performance the insurer will not cancel or make any material change to the insured's terms of insurance that would affect any obligations owed to the Government or cause the Government to incur any expense.

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The foregoing terms apply equally to sub-contractors undertaking tasks pursuant to this PWS. The contractor shall ensure that its sub-contractors furnish a Certificate of Insurance containing the same liability coverage and coverage amounts for the duration of contract performance. This information will be provided to the Contracting Officer or COR for review and approval prior to the Contractor's undertaking of any tasks in this PWS.

5.1.4.1 Insurance - Work on a Government Installation:

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

(1) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

5.1.4.2 General Liability Insurance:

The following types of insurance are required in accordance with the clause entitled, Insurance – Liability to Third Person (FAR 52.228-7), and shall be maintained in the minimum amounts shown:

General Liability insurance in the minimum amount of \$500,000 per occurrence of injury causing event is required.

5.1.4.3 Automobile Insurance:

Automobile Liability insurance in the minimum amount of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required. If a vehicle provided by the government is utilized by the contractor, the contractor is responsible for all damages caused by misuse, collision or failure to obtain proper maintenance when necessary.

5.1.4.4 Indemnification:

In consideration of the permission granted for the use of Government vehicles by contractor employees in performing their duties under this PWS, the contractor expressly agrees to indemnify and hold harmless the United States Government and its agencies and instrumentalities against all suits, actions, claims, costs, or demands (including, without limitation, suits, actions, claims, costs, or demands arising from death, bodily injury, and property damage), caused by contract personnel during the course of operating a Government vehicle, except for those collisions and vehicle failures caused by the gross negligence of the U.S. Government or its agencies or instrumentalities, to which the U.S. Government, its agencies or instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone.

6.0 Other Information.

6.1 Government Installation Work Schedule:

Contractor personnel are expected to conform to client agency normal business hours, which is Monday through Friday, and usually day shift, with the exception of Federal holidays. Actual hours of work will be agreed upon at task order start up. Work outside of normal work hours, if required, will be discussed and agreed upon between the Task Leader and the COR. The Contractor is required to have Government authorization for any hours exceeding 40 hours per week prior to the work being performed.

The process for requesting authorization for any hours exceeding 40 hours per week shall be satisfied as follows:

- 1) Contractor shall notify the COR of any emergency, unusual workload or situation requiring additional hours.
- 2) The COR will review the request and confirm the extenuating circumstance is valid. The COR shall then submit the request for use of additional hours to the contracting officer which will include a thorough explanation of the hours required for each employee, the specific tasks which will be completed during the additional requested hours and an impact statement which defines the damage to the Government if tasks are not completed within the expedited time frame. Once the contracting officer is in receipt of this information, the justification will be reviewed and considered.
- 3) The Contracting Officer will request a quote from the contractor, negotiate the cost and issue an executed modification authorizing the additional work for a

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specific period of time. 4) Once determined fair and reasonable, a modification will be processed by the Contracting Officer. Once the modification is officially approved and provided to the contractor, the overtime may be worked.

Task Order Work Schedules

Task Order	Schedule	Days	Times
2.2 SLM Division	4/10 – 4 days, 10 hours	Tuesday – Friday (Monday's off)	0630 – 1700
2.3 Operations Division	5/8 – 5 days, 8 hours	Monday – Friday	0730-1600
2.4 ALM Division	5/4/9 – 9 hour days, alternating Friday's off (Friday worked is 8 hours)	Monday – Friday (alternating Friday off)	0600-1530 (M-Th) 0600-1430 (F)

In the event of a Government furlough, contractor work and tasking will be reduced commensurate with the terms of the furlough.

6.1.1 Holidays:

The following days are Federal holidays:

New Year's Day (January 1)

Martin Luther King Jr. Day (Third Monday in January)

Presidents' Day (Third Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

Leave:

The Government requires advance notification of scheduled leave. Contractor task manager will contact and coordinate leave requests with Government representative to ensure leave does not conflict with workload requirements. The Government prefers to have 3 to 5 days advance notice for short duration leave (e.g. 1 or 2 days) and 2-3 months advance notice for leave of 40 or more hours in duration.

Contract employee or Contractor task manager will provide notification of unscheduled leave (e.g. sick leave) as soon as possible either by telephone or email to Government representative. This is required in order to ensure accountability of all military, civilian, and contractor personnel in case of an emergency or natural disaster.

Passes and Badges:

All contractor employees shall obtain the required Common Access Card (CAC) and restricted area employee badges. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's CAC and restricted area badge shall be returned on the last work day. The contractor

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personnel shall carry company employment identification with them at all times. All contractor personnel will be required to wear a Contractor identification badge at all times while on Government property. Subcontractor employees must register with Security. They will be issued a temporary Government badge and must be escorted by a contractor employee with a permanent badge at all times.

6.2 Written Acceptance/Rejections by the Government:

The Government will provide written notification of acceptance or rejection of all deliverables, both draft and final. All rejections will include the specific reason(s) for rejection.

a. The Government will provide written acceptance, comments, and/or change requests, if any, within fifteen (15) working days from receipt by the Government, of all required Contract deliverables; and

b. Upon receipt of the Government comments, the Contractor shall have fifteen (15) working days to revise and resubmit the Contract deliverable(s) if it is not a "draft" deliverable. If it is a "draft" deliverable, the Contractor shall revise and re-submit the draft deliverable no later than the date specified for the next scheduled submission of the deliverable(s). See FAR Part 46.4 and 46.5.

6.3 Place of Performance:

On-site work will be performed at the Naval Weapons Station, Seal Beach, California and Naval Weapons Station, Fallbrook, California. Building numbers are specified in each task description.

6.4 Period of Performance:

The desired period of performance shall be for a base period of one year 1 Aug 2014 – 31 July 2015 with three one-year option periods. It is the responsibility of the contractor to notify the client within 30 business days of funds being exhausted.

6.5 Points of Contact:

6.5.1 Client Representative

Nancy Bardwell

NMC CONUS West Division

Naval Weapons Station, Seal Beach

Phone: (562) 626-7811

Fax: (562) 626-7212

E-mail: nancy.bardwell@navy.mil

6.5.2 Alternate Client Representative

Scott Spohr

NMC CONUS West Division

Naval Weapons Station, Seal Beach

Phone: (562) 626-7189

Fax: (562) 626-7212

E-mail: scott.spohr@navy.mil

6.6 Personal Services:

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The Client has determined that use of this contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

6.7 Intellectual Property:

This task order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance-Based PWS will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of the contract, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during the contract.

6.8 Section 508:

All Electronic and Information Technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/508.htm>.

6.9 Anti-Deficiency Clause:

In accordance with Federal Acquisition Regulation (FAR 32-702) regarding the Government Policy on contract funding and 31 USC 1341 Anti-Deficiency Act: should the contractor work at risk without an official notification from the ITM to continue, the contractor may not be compensated for the value of work performed while funding had been exceeded.

6.10 Operations Security (OPSEC)

The OPSEC process is a systematic method used to identify, control, and protect critical information. Contractors shall comply with DoD Directive (DoDD) 5205.02 and NMCCWDINST 3432.1. Contractor personnel shall review OPSEC policies and incorporate into their daily routines and duties.

6.11 Period of Performance/Incremental Funding:

Option periods priced in original contractor proposal are binding and can be exercised at the discretion of the government. When exercising options, the Government may extend the term of this contract by written notice to the Contractor within five (5) business days of expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. These option periods are considered to have been competed and can be exercised to extend the contract without further advertisement or competition.

6.12 Contractual Commitment:

The contractual commitment is for the base period. Options are contingent upon funds being available and contingent to the Government's exercise of the right to extend as noted herein. The government may exercise the options depending on evolution of requirements and the success of the base effort. The government can implement these options as required and at the discretion of the government.

6.13 Wage Determination:

In accordance with Title 29, of the Code of Federal Regulations Labor Standards for Federal Service Contracts, it is considered that the Service Contract Act (SCA) applies.

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The contractor is put on notice that regardless of the rate proposed for billing purposes and payment purposes, the contractor is required by the Department of Labor during contract performance to pay non-exempt employees at least the applicable wage determination rate for the specific area(s), if a specific wage determination(s) exist. If none exists, the contractor must pay the non-exempt employees at least the salary portion of the applicable rate dictated by the DOL. In addition, the contractor will be held to the legal guidelines set by the SCA regarding fringe benefits, safe and sanitary working conditions, and notification to employees of minimum compensation allowed, and equivalent federal employee classification wage rates.

6.14 Personnel:

The Contracting Officer (CO), or authorized representative, reserves the right to review and approve the qualifications of the key personnel assigned to this effort. The contractor shall notify the CO or authorized representative of significant personnel changes along with the steps the contractor is taking to ensure impacts to task order schedules are minimized. The contractor shall notify the CO and Client Representative in writing of any proposed changes to key personnel at least ten (10) working days prior to need for a replacement. Within the ten days, the contractor shall provide the qualifications for replacements for review and approval.

Individuals designated as key personnel will be committed to the project for its duration and cannot be substituted or replaced without the written agreement of the CO.

6.15 Current IT Working Environment:

Hardware:

IBM PC Compatible Workstations

Scanners

Laser and inkjet printers

Two Dimensional Bar Code (2DBC) equipment and related peripherals

Hand Held Radios

Software Operating Systems:

Microsoft Windows

Applications:

Microsoft Office (Word, Excel, Access, PowerPoint, Outlook Exchange)

Microsoft Internet Explorer

Microsoft SharePoint

NMCI approved software

Government developed applications (Ordnance Information System Retail (OIS-R)/Ordnance Information System Wholesale (OIS-W), Automated Planning Systems (APS), Surface Missile Systems Maintenance Data system (SMSMDS), and Surface Missile Engineering Production System (SMEPS) Software that is U.S. Navy and U.S. Air Force specific.

Networking:

NMCI

6.16 Governing Instructions:

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The contractor shall adhere to the current version of the following documents to the extent they are applicable to the work required by this PWS:

PEO IWS 3A 8815.1

PEO (U & W) INSTR 8023.1

NAVSEA OP5

OPNAVINST 8020.14/MCO P8020.11

OPNAV 8023.24A

OPNAV 5530.13

NAVSUP P-724

NAVSUP P-805 and appendices

NAVSEA 8023.11A

COMNAVREGSW 8020.2A

NAVSEA OP2165, Vol. 1

NAVSEA SW023-AG-WHM-010

MIL-STD-1320

OPNAVINST 8000.16B Naval Ordnance Management Publication (NOMP)

NWSSBDETFB INST V-00-0103-FB Standard Operating Procedures (SOP)

DoD 4140.62 (series)

DoD 4145.26-M (series)

DoD 4160.21-M (series)

DoD 4160.28-M (series)

7.0 Definitions

CONTRACTOR: A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

CONTRACTING OFFICER (CO): A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

DEFECTIVE SERVICE: A service output that does not meet the standard of performance associated with the Performance Work Statement.

DELIVERABLE: Anything that can be physically delivered, but may include non- manufactured things such as meeting minutes or reports.

KEY PERSONNEL: Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract as the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

PHYSICAL SECURITY: Actions that prevent the loss or damage of Government property.

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QUALITY ASSURANCE: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

QUALITY CONTROL: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

SUBCONTRACTOR: One that enters into a contract with a prime contractor. The Government does not have privities of contract with the subcontractor.

8.0 Organizational Conflict of Interest

8.1 Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest (OCI). The contract requires the contractor, herein defined, to provide to access and manipulate sensitive agency business data, to include, but not limited to budget information and/or Privacy Act protected information. Accordingly, this OCI clause will limit contractor's ability to exploit any such information and will also require its employees to execute a "Non-Disclosure Agreement" that will preclude those employees accessing such business sensitive data from exploiting that data.

8.2 Definitions

(1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.

(2) "Offeror" means any firm engaged in; or having a known or prospective interest in, participating as an Offeror in response to any solicitation related to or resulting from the procurement.

(3) "Interest" means organizational or financial interest.

(4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and

(5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

8.3 Prospective Restrictions on Contracting

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed, it will not enter into any contract, subcontract, or agreement with a prime, subcontractor that provides good or services to the Navy Munitions Command CONUS West Division or its next-level Command, Commander Pacific Fleet (CPF) or Navy Munitions Command.

Nothing in these restrictions shall operate to preclude the Contractor, as broadly defined herein, from participating in a follow-on contract or task order to this procurement. As indicated in the definition of Contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

8.4 Restrictions on Disclosure

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates,

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allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer. Further, Contractor agrees to require all its employees working under this Contract, whether direct or indirect, to execute and file "Non-Disclosure Agreements," which in turn preclude them from consulting with or otherwise disclosing business sensitive information to third parties.

8.5 Government Remedy

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

8.6 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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SECTION D PACKAGING AND MARKING

Packing and Marking shall be in accordance with Section D of the Seaport-e Multiple Award 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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	8/1/2014 - 7/31/2015
7001	9/1/2015 - 8/31/2016
7002	9/1/2016 - 8/31/2017

The Period of Performance for the following items are as follows:

7000 9/1/2014 - 08/31/2015

6000 9/1/2014 - 08/31/2015

The period of performance for the following option items are as follows:

7001 9/1/2015 - 08/31/2016

6001 9/1/2015 - 08/31/2016

7002 9/1/2016 - 08/31/2017

6002 9/1/2016 - 08/31/2017

7003 9/1/2017 - 08/31/2018

6003 9/1/2017 - 08/31/2018

CLIN - DELIVERIES OR PERFORMANCE

Place of Performance

On-site work will be performed at the Naval Weapons Station, Seal Beach, California and Naval Weapons Station, Fallbrook, California.

Hours of Work: Contractor personnel are expected to conform to client agency normal business hours, which is Monday through Friday, and usually day shift, with the exception of Federal holidays. Actual hours of work will be agreed upon at task order start up. Work outside of normal work hours, if required, will be discussed and agreed upon between the Task Leader and the COR. The Contractor is required to have signed authorization for any hours exceeding 40 hours per week prior to the work being performed.

Holidays:

The following days are Federal holidays:

New Year's Day (January 1)

Martin Luther King Jr Day (Third Monday in January)

Presidents' Day (Third Monday in february)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (First Monday in September)

Columbus Day (Second Monday in October)

Veterans Day (November 11)

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Thanksgiving Day (Fourth Thursday in November)

Christmas Day (December 25)

Equipment Purchases: The Contractor is required to have signed authorization for any equipment purchases.

Travel: The contractor may be required to travel local and/or long distance to support the requirements outlined above. The number of Contractor personnel required will be determined at the discretion of the Client Representative or designee. For all trips, the point of departure will be the regular worksite, unless otherwise directed by the Client Representative or designee.

52.242-15 - STOP WORK ORDER (AUG 1989 - ALTERNATE I)

52.247-34 - FOB DESTINATION

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SECTION G CONTRACT ADMINISTRATION DATA

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the sequential order.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Contractor’s facility

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(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	N40628
Service Approver (DoDAAC)	N40628
Service Acceptor (DoDAAC)	N40628
Accept at Other DoDAAC	N/A
LPO DoDAAC	N40628
DCAA Auditor DoDAAC	HAA722
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

nancy.bardwell@navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SEAPORTE TASK ORDER ADMINISTRATION PLAN

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, a0338sses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

a. All pre-award duties such as solicitation, negotiation and award of contracts.

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b. Any information or questions during the pre-award stage of the procurement.

c. Freedom of Information inquiries.

d. Changes in contract terms and/or conditions.

e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Contracting Officer's Representative/Task Order Manager (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts

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with the CAO designated in the contract.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of contract performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications.

(1) The COR is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications,

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government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

g. Provide the COR with timely input regarding technical clarifications for the statement of work,

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possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
700001		313888.31
LLA :		
AA 1741804 70BA 252 40628 0 068688 2D C70010 476154NCNMBQ		
Standard Number: N4761514RC70010		
700002		25000.00
LLA :		
AB 1741804 70BA 252 40628 0 068688 2D C72005 406284NC4MBQ		
Standard Number: N4062814RC72005		
BASE Funding 338888.31		
Cumulative Funding 338888.31		
MOD 01		
700001		35048.69
LLA :		
AA 1741804 70BA 252 40628 0 068688 2D C70010 476154NCNMBQ		
Standard Number: N4761514RC70010		
700003		384491.47
LLA :		
AC 1741804 70BA 252 40628 0 068688 2D C4S026 476154HSSQCQ		
Standard Number: N4761514RC4S026		
700004		158000.00
LLA :		
AD 1741804 70BA 252 40628 0 068688 2D C4S026 476154HSTQIQ		
Standard Number: N4761514RC4S026		
700005		19544.80
LLA :		
AE 1741804 70BA 252 40628 0 068688 2D C4A006 476184HANQDQ		
Standard Number: N4761814RC4A006		
700006		19544.80
LLA :		
AF 1741804 70BA 252 40628 0 068688 2D C4A006 476184HAAQEQ		
Standard Number: N4761814RC4A006		
MOD 01 Funding 616629.76		
Cumulative Funding 955518.07		
MOD 02		
700007		14330.53
LLA :		
AG 1751804 70BA 252 40628 0 068688 2D C4S011 476155HSSQ3Q		
Standard Number: N4761515RC4S011		

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MOD 02 Funding 14330.53
Cumulative Funding 969848.60

MOD 03

700008 27362.70
LLA :
AH 1751804 70BA 252 40628 0 068688 2D C4A005 476185HANQDQ
Standard Number: N4761815RC4A005

700009 27362.70
LLA :
AJ 1751804 70BA 252 40628 0 068688 2D C4A005 476185HAAQBQ
Standard Number: N4761815RC4A005

MOD 03 Funding 54725.40
Cumulative Funding 1024574.00

MOD 04 Funding 0.00
Cumulative Funding 1024574.00

MOD 05

700101 419334.71
LLA :
AK 1751804 70BA 251 40628 0 068688 2D C4S023 476155HSSQCQ
Standard Number: N4761515RC4S023

700102 125000.00
LLA :
AL 1751804 70BA 251 40628 0 068688 2D C4S023 476155HSTQIQ
Standard Number: N4761515RC4S023

700103 935.00
LLA :
AN 1751804 70BA 251 40628 0 068688 2D C4S023 476155HSSQ4Q
Standard Number: N4761515RC4S023

700104 350036.16
LLA :
AM 1751804 70BA 252 40628 0 068688 2D C70008 476155NCNMBQ
Standard Number: N4761515RC70008

700105 25000.00
LLA :
AP 1751804 70BA 252 40628 0 068688 2D C72005 406285NC4MBQ
Standard Number: N4062815RC72005

700106 7840.88
LLA :
AQ 1751804 70BA 252 40628 0 068688 2D C4A006 476185HAAQDQ
Standard Number: N4761815RC4A006

700107 467.00
LLA :
AR 1751804 70BA 251 40628 0 068688 2D C4R003 476155HRVQ2Q
Standard Number: N4761515RC4R003

MOD 05 Funding 928613.75
Cumulative Funding 1953187.75

MOD 06 Funding 0.00
Cumulative Funding 1953187.75

MOD 07

700108 10285.00
LLA :
AS 1761804 70BA 251 40628 0 068688 2D C4S003 476156HSEQ3Q
Standard Number: N4761516RC4S003

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700109 5137.00
 LLA :
 AT 1761804 70BA 251 40628 0 068688 2D C4R002 476156HRVQ4Q
 Standard Number: N4761516RC4R002

MOD 07 Funding 15422.00
 Cumulative Funding 1968609.75

MOD 08

700201 N4761516RC4S014 423787.01
 LLA :
 AU 1761804 70BA 251 40628 0 068688 2D C4S014 476156HSSQCQ

700202 N4761516RC4S014 125000.00
 LLA :
 AV 1761804 70BA 251 40628 0 068688 2D C4S014 476156HSTQIQ

700203 N4761516RC70025 351156.90
 LLA :
 AW 1761804 70BA 251 40628 0 068688 2D C70025 476156NCNMBQ

700204 N4062816RC72012 25000.00
 LLA :
 AX 1761804 70BA 251 40628 0 068688 2D C72012 406286NA4MBQ

MOD 08 Funding 924943.91
 Cumulative Funding 2893553.66

MOD 09 Funding 0.00
 Cumulative Funding 2893553.66

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [insert "during the term of the contract" or "during the first 30 DAYS of the contract", no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as - appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

SECURITY REQUIREMENTS

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Security classifications of the work to be performed will be unclassified.

NOTE: Foreign nationals may be submitted as candidates for unclassified positions.

Facilities. The government shall furnish the facilities required to house and maintain proper and efficient work areas for data ranging up through Secret.

The contractor shall submit a comprehensive security plan that will ensure compliance with the Industrial Security Manual to ensure proper protection of classified data, material, and equipment. The plan will include, but not be limited to, the physical security and integrity of spaces, the badging of personnel and personnel access control, physical security orientations and briefings, compliance with Navy security regulations, when housed on Navy property.

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 2005)

HOURS OF OPERATION AND HOLIDAY SCHEDULE

The Holidays applicable to this order are:

New Year's Day, 1 January

Martin Luther King's Birthday, Third Monday in January

President's Birthday, Third Monday in February

Memorial Day, Last Monday in May

Independence Day, 4 July

Labor Day, First Monday in September

Columbus Day, Second Monday in October

Veteran's Day, 11 November

Thanksgiving Day, Fourth Thursday in November

Christmas Day, 25 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday.

If the holiday falls on a Sunday, the observance shall be on the following Monday.

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PASSES AND BADGES:

All contractor employees shall obtain the required employee passes. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's Government pass and badge shall be returned within 10 days. The contractor personnel shall carry company employment identification with them at all times. Subcontractor employees must register with Security. They will be issued a temporary Government badge and must be escorted by a contractor employee with a permanent badge at all times.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order as

identified in Attachment ().

NAVAL WEAPONS STATION
800 SEAL BEACH BLVD
SEAL BEACH, CA 90740

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the TOM.

(c) All Government Property furnished under this task order shall be returned to NAVAL WEAPON STATION at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the TOM, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

MATERIAL HANDLING VEHICLES AND EQUIPMENT:

The Government shall furnish material handling equipment (e.g. diesel and electric forklifts) and vehicles (e.g. stake trucks) for use by authorized contractor personnel to execute the work identified in this Performance Work Statement. The Government (CWD) has determined that the sharing of material handling equipment and vehicles (Government & Contractor) is a.) the most cost effective utilization of available resources; b.) consistent with mission application; c.) ensures the safety, security, compliance, and proper use of vehicles and equipment; d.) provides for the rotation of vehicles and equipment, where practical and economical, to equalize usage. In addition, the presence of individual fleets (government and contractor) would pose a safety and transportation risk within the work areas.

The contractor, in the performance of task related duties, may use government vehicles to travel between places of performance and other government offices. The use of any government vehicle for personal use is strictly prohibited. When operating a government vehicle, the contractor shall post a removable placard (e.g. magnetic), with 1" lettering, on the driver and passenger doors which states the following:

**For Official Use Only
U.S Government Vehicle
Contractor Operated**

The contractor shall comply with the requirements of FAR Part 51, 41 CFR 101-38, and 41 CFR 101-39. Contract personnel must possess and maintain qualifications/certifications to operate designated vehicles and material

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handling equipment. Contractor shall keep records of personnel qualifications to operate vehicles and material handling equipment. Contractor records are subject to government audit.

The contractors who operate government furnished vehicles must comply with the licensing requirements of state and local motor vehicle laws. Contractors are prohibited from using government passenger-type vehicles for the purpose of transporting personnel. Typical vehicles authorized for use under the contract include 5 and 10-ton stake trucks. Occasional use of a Truck Tractor, up to 52,000 GVW, is authorized on a case-by-case basis by a designated contract employee who holds a class A driver's license. Government material handling equipment, such as fork-lifts

or other wheeled methods of transporting inert-type material, are authorized only for use in the performance of contract tasks. Contractors are to establish and enforce suitable penalties for their employees for unofficial use of Government vehicles and equipment. POV's are not authorized for use in ordnance field areas.

The contractor personnel shall not be issued an OF-346 (U.S. Government Motor Vehicle Operator's Identification Card) or a Construction Equipment Operator's License (NAVFAC 11260/2). The contractor personnel assigned to operate government owned motor vehicles/equipment in performance of a contract shall be certified/licensed, by the contractor and at the contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The prime contractor shall document all operator qualifications. This documentation shall be provided to the Government prior to an operator engaging in any mode of equipment operation. The Government shall retain documentation.

Contractor shall maintain complete insurance coverage, to include, but not limited to, personnel, material handling equipment, vehicles, and property. Insurance requirements are documented herein.

The contractor in the performance of task related duties may use government vehicles. This may include, but not be limited to, transportation between the places of performance, other government offices, airports, and supply contractors. The use of any government vehicle for personal use is strictly prohibited.

The operator of each government vehicle is responsible for ensuring that the equipment is safe and reliable. Vehicles are to be inspected by the operator on a daily basis in accordance with NAVFAC P-300 Chapter 4, Para. 4-1.11.2. Unsafe conditions and/or malfunctions are to be reported to the Government representative or designee who will ensure that repairs is completed.

Contractors are prohibited from using government-owned weight handling equipment, unless granted specific approval by the NWS Seal Beach Program manager.

Contractor Furnished Items and Services.

Technical Support, Hardware, Supplies:

The contractor shall comply with and provide the technical support necessary to accomplish the requirements of the task order. There is currently no requirement for hardware. The contractor may be required to provide material and supplies.

Security clearances:

The contractor shall pre-clear any new employees prior to their starting on the task order for the security clearance required in paragraph 3. This includes the completion of a successful NAC "National Agency Check" (for example) for all positions. The contractor shall be required to wear a contractor identification badge at all times while on government property. Contractor shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form for every employee and appropriate corporate officer on behalf of the corporation. The contractor shall secure the background checks and security clearances required and referenced in this Performance Work Statement.

Safety Equipment:

The contractor shall provide the safety gear in support of task requirements and undertakings.

Industrial Safety.

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Occupational Safety and Health Program (OS&H Program):

The contractor personnel on the base are responsible for the Occupational Safety and Health (OS&H) of their employees. Contractor(s) shall develop, establish, and implement an OS&H Program identical to the Navy Occupational Safety and Health Program (NAVOSH Program). Contractor(s) shall identify employees and OS&H Program elements, such as Personal Protective Equipment, Medical Surveillance, etc., applicable to them. Interface with the NAVOSH Office for on going program developments and technical support to ensure regulatory compliance OS&H program elements. Provide NAVOSH Program documentation and records to Base Management or outside

Physical examinations.
agency representatives as requested. Important Program Elements are:

Workplace Inspections:

The Contractor shall inspect the work locations and surrounding areas of all contract employees. All employees shall report Unsafe and Unhealthful Working Conditions to their supervisors to facilitate corrective action. The correction of deficiencies is the joint responsibility of Contractor and Base Management. At any time the contractor work site may be inspected for state and federal Safety and Health Code compliance.

Medical Surveillance:

The contractor employer shall schedule contract employees in appropriate physical examinations based on their occupational exposures. Monitoring and periodic examinations shall be scheduled as stated in paragraphs General Requirement for Contractor Employees and Random Drug Testing.

Physical examinations

The contractor shall provide pre-employment physical examinations. Annual physical exams will also be provided by the Contractor for employees over the age of 60. Bi-annual physical exams will be provided for all other employees. Physical exams must be successfully passed. Physical exams are to be managed, provided, and paid for by the contractor. The government shall be immediately informed of physical exam failures which impact the ability to perform work and the contractor's next steps to resolve.

Random drug testing.

The contractor shall provide pre-employment drug testing. All contractor employees must participate in a random drug testing program provided and managed by the contractor. The government shall be immediately informed of positive results and the contractor's next steps to resolve. NMC CWD Detachments are drug free workplaces and the contractor shall maintain the same standard for employment.

Mishap Prevention:

All precautionary safety measure shall be taken to prevent mishaps from occurring. Employees shall report all mishaps, including minor incidents, to their supervisor. The supervisors are responsible for the investigation and prevention of mishaps. Contractor personnel, federal employees and their supervisors are encouraged to work together to identify and prevent mishaps.

Voluntary Protection Program (VPP):

NAVWPNSTA Seal Beach is a Voluntary Protection Program (VPP) Challenge site and requires all prime contractors and subcontractors to comply with OSHA standards, DOD, Navy and NAVWPNSTA Seal Beach Safety and Health regulations.

Contractors shall:
- record and report all injuries of their employees per 29CFR1904 .

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- provide a safe and healthful work environment for their employees.
- require their employees to follow safety rules, standards, and regulations.
- take action to hold employees accountable for non-compliance of safety rules, standards, and regulations.
- review work sites daily to identify any existing workplace hazards and get them corrected, or implement interim controls to protect employees.

Employees shall:

- comply with all safety rules, standards, and regulations.
- report unsafe conditions and safety hazards to their supervisor.
- mentor co-workers in safety and health.
- report all on the job injuries to their supervisor immediately.

Additional information regarding the VPP program can be obtained from the NAVWPNSTA Seal Beach Safety Office.

Qual/Cert Program. The contractor shall develop a Qual/Cert Program and provide training necessary for all employees to be qualified and certified to work with explosives and ammunition in accordance with OPNAVINST 8023.14 (Series) before being assigned to work with explosives. This includes training in the operation of forklifts. Qualification and certification records will be provided to the designated Government representative. Final Qual/Cert program approval will be determined by the Seal Beach Detachment Director. Final signature of the individual qual/cert will be the responsibility of the Contractor.

Indemnification:

In consideration of the permission granted for the use of Government vehicles by contractor employees in performing their duties under this PWS, the contractor expressly agrees to indemnify and hold harmless the United States Government and its agencies and instrumentalities against all suits, actions, claims, costs, or demands (including, without limitation, suits, actions, claims, costs, or demands arising from death, bodily injury, and property damage), caused by contract personnel during the course of operating a Government vehicle, except for those collisions and vehicle failures caused by the gross negligence of the U.S. Government or its agencies or instrumentalities, to which the U.S. Government, its agencies or instrumentalities may be subject by reason of damage or injury (including death) to the property or person of anyone.

Subcontract Work

The contractor is authorized to subcontract as required to accomplish the requirements specified in this Performance Work Statement. The use of subcontractor services shall be limited to support requirements beyond the capability of both government and contractor resources. Use of subcontract resources is subject to government approval prior to implementation.

Personal Services:

The Government has determined that use of this contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

Intellectual Property:

This task order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance-Based Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of the contract, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during the contract.

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Section 508:

All Electronic and Information Technology (EIT) procured through this task order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/508.htm>.

H81S TRAVEL COSTS AND RESPONSIBILITIES (MAY 2006)

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work

will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding. The number of contractor personnel required will be determined at the discretion of the TOM or designee. For all trips, the point of departure will be NWS Seal Beach or home station if nearer unless otherwise directed by the TOM or designee. All trips will require approval by TOM or designee in writing via either memorandum or e-mail prior to the commencement of the travel.

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

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SECTION I CONTRACT CLAUSES

ALL THE PROVISIONS OF SECTION I CLAUSES IN ACCORDANCE WITH BASIC SEAPORT-E MAC CONTRACT FOR COST PLUS FIXED FEE APPLY TO THIS TASK ORDER PLUS THE FOLLOWING.

52.204-7 - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.216-8 - FIXED FEE (MAR 1997)

52.222-4 - CONTRACT WORK HOURS AND SAFETY STANDANDS ACT - OVERTIME COMPENSATION (SEP 2000)

52.222-41 - SERVICE CONTRACT ACT (1965)

52.223-6 - DRUG FREE WORKPLACE (MAY 2001)

52.228-7 - INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

52.232-20 - LIMITATION OF COST (APR 1984)

52.232-22 - LIMITATION OF FUNDS (APR 1984)

252-223-7004 - DRUG FREE WORK FORCE (SEP 1988)

252.231-7000 - SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.223-5 - POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.223-10 - WASTE REDUCTION PROGRAM (AUG 2000)

52.237-02 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

252.223-7006 - PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.204-7005 - ORAL ATTESTATION OF SECURITY RESPONSIBILITY (AUG 1999)

252.223-7006 - PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARADOUS MATERIALS (APR 1993)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS OF CONTRACT EXPIRATION.

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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 10 DAYS AFTER RECEIPT OF AVAILABLE FUNDS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 30 DAYS BEFORE THE CONTRACT 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 54 MONTHS.

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

IN COMPLIANCE WITH THE SERVICE CONTRACT ACT OF 1965, AS AMENDED, AND THE REGULATIONS OF THE SECRETARY OF LABOR (29 CFR PART 4), THIS CLAUSE IDENTIFIES THE CLASSES OF SERVICE EMPLOYEE EXPECTED TO BE EMPLOYED UNDER THE CONTRACT AND STATES THE WAGES AND FRINGE BENEFITS PAYMENT TO EACH IF THEY WERE EMPLOYED BY THE CONTRACTING AGENCY SUBJECT TO THE PROVISIONS OF 5 U.S.C. 5341 OR 5332.

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SECTION J LIST OF ATTACHMENTS

Wage Determination 05-2047 REV17

Wage Determination 05-2047 REV14

Wage Determination 2057 REV14

Wage Determination 2005 2057 REV 17

Wage Determination 2015-5635 Rev 02

Wage Determination 2015-5645 Rev 01

DDForm 254 Contract Security Classification Spec

Quality Assurance Surveillance Plan

List of Government Furnished Property