

# DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4311		2. DELIVERY ORDER NO. FC01		3. EFFECTIVE DATE 07/20/2007		4. PURCHASE REQUEST NO. N00164-07-NR-55180	
5. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 jerry.dague@navy.mil 812-854-4771 Ext. 4771				6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			
7. CONTRACTOR Electronic Consulting Services, Inc. 2750 Prosperity Ave, Suite 510 Fairfax VA 22031-4338		CODE 1T1E5		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME (hours local time – Block 5 issuing office) SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213			
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.	
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Electronic Consulting Services, Inc.				Jeff Powell			
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE	
						DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: Richard L. McGarvey		07/20/2007 CONTRACTING/ORDERING OFFICER	
						22. TOTAL \$17,838,818.18	

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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## GENERAL INFORMATION

The total estimated amount of this task order is \$17,838,818.

The total potential period of performance is five years; two year basic with three 1 year award terms.

The task order type is cost plus fixed fee.

CLIN structure is hereby established as follows:

LABOR		ODC	
CLIN 1000	\$ 2,353,985	CLIN 3000	\$ 1,068,225
CLIN 1100	\$ 2,424,648	CLIN 3100	\$ 1,068,225
CLIN 4000	\$ 2,497,344	CLIN 6000	\$ 1,068,225
CLIN 4100	\$ 2,572,278	CLIN 6100	\$ 1,068,225
CLIN 4200	\$ 2,649,437	CLIN 6200	\$ 1,068,225

## FUNDING INFORMATION

Incremental funding is provided as follows for the base year:

Reserved for Performance, Cost plus Fixed Fee: \$ 20,000 .

The total amount funded for CLIN 3000 Other Direct Costs (no Fee) is \$5,000 .

As a result of this task order award, the following SLIN's provide funding and are hereby added to Section B - Schedule of Supplies / Services.

SLIN	ACRN	REQN	TTL	TI
100001	A1	71978606	\$20,000	TBD
300001	A1	71978681	\$ 5,000	TBD

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000	Engineering and Technical Support services for Configuration Management, Independent Verification & Validation, and Software Repository support of Tactical Software for the Expeditionary Warfare Systems Division in accordance with the Statement of Work in Section C. Year 1 basic period of performance. (TBD)	1.0 Lot	\$2,251,314.68	\$102,670.86	\$2,353,985.54
100001	Engineering and Technical Support services for Configuration Management, Independent Verification & Validation, and Software Repository support of Tactical Software for the Expeditionary Warfare Systems Division in accordance with the Statement of Work in Section C. Year 1 basic period of performance.				
1100	Engineering and Technical Support services for Configuration Management, Independent Verification & Validation, and	1.0 Lot	\$2,318,895.28	\$105,753.25	\$2,424,648.53

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Software  
Repository  
support of  
Tactical Software  
for the  
Expeditionary  
Warfare Systems  
Division in  
accordance with  
the Statement of  
Work in Section  
C. Year 2 basic  
period of  
performance.  
(TBD)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	Other Direct Costs (ODC) in support of CLIN 1000 in accordance with the Statement of Work in Section C. Year 1 basic period of performance. (TBD)		1.0 Lot	\$1,068,225.00
300001	Other Direct Costs (ODC) in support of CLIN 1000 in accordance with the Statement of Work in Section C. Year 1 basic period of performance.			
3100	Other Direct Costs (ODC) in support of CLIN 1100 in accordance with the Statement of Work in Section C. Year 2 basic period of performance. (TBD)		1.0 Lot	\$1,068,225.00

For Cost Type Items:

4000	Engineering and Technical Support services for Configuration Management,		1.0 Lot	\$2,388,420.62	\$108,923.29	\$2,497,343.91
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Independent  
Verification &  
Validation, and  
Software  
Repository  
support of  
Tactical Software  
for the  
Expeditionary  
Warfare Systems  
Division in  
accordance with  
the Statement of  
Work in Section  
C. Award Term 1  
- Year 3 period  
of performance.  
(TBD)

4100	Engineering and Technical Support services for Configuration Management, Independent Verification & Validation, and Software Repository support of Tactical Software for the Expeditionary Warfare Systems Division in accordance with the Statement of Work in Section C. Award Term 2 - Year 4 period of performance. (TBD)	1.0 Lot	\$2,460,087.43	\$112,190.72	\$2,572,278.15
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4200	Engineering and Technical Support services for Configuration Management, Independent Verification & Validation, and Software Repository support of Tactical Software for the Expeditionary Warfare Systems Division in accordance with the Statement of Work in Section C. Award Term 3 - Year 5 period of performance.	1.0 Lot	\$2,533,879.07	\$115,557.98	\$2,649,437.05
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(TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Other Direct Costs (ODC) in support of CLIN 4000 in accordance with the Statement of Work in Section C. Award Term 1 - Year 3 period of performance. (TBD)	1.0 Lot	\$1,068,225.00
6100	Other Direct Costs (ODC) in support of CLIN 4100 in accordance with the Statement of Work in Section C. Award Term 2 - Year 4 period of performance. (TBD)	1.0 Lot	\$1,068,225.00
6200	Other Direct Costs (ODC) in support of CLIN 4200 in accordance with the Statement of Work in Section C. Award Term 3 - Year 5 period of performance. (TBD)	1.0 Lot	\$1,068,225.00

Questions concerning the solicitation shall be submitted via the "Question & Answer" feature in the SeaPort-e Portal. Answers will be provided via the SeaPort-e Portal.

QUESTIONS SHALL BE SUBMITTED NO LATER THAN 25 APRIL 2007.

The solicitation POC is: Mr. Jerry Dague, telephone (812) 854-4771, facsimile (812) 854-3465, email: jerry.dague@navy.mil or alternate Mr. Richard McGarvey, telephone (812) 854-3680, email: richard.mcgarvey@navy.mil.

The Government intends to award a Cost Reimbursement Plus Fixed Fee type task order with Award Terms. The basic period of performance is 2 years with 3 One-year Award Term periods. Specific tasking for performance shall be authorized via issuance of Technical Instruction letters (TI).

In accordance with FAR clause 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003), this requirement is 100% set-aside for Small Business.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### 1.0 STATEMENT OF WORK

#### 1.1 Scope.

This Statement of Work (SOW) defines the requirements for Configuration Management (CM), Independent Verification & Validation (IV&V), and Software Repository support of Tactical Software and/or any Government-owned software. These requirements will apply to all projects requiring said support within the Expeditionary Warfare Systems Division, Code 606, of NSWC Crane.

#### 1.2 Background.

NSWC Crane's Expeditionary Warfare Systems Division, Code 606, serves a modern and sophisticated Navy, as a recognized leader in diverse and highly technical product lines in the areas of electronics and electronic warfare. NSWC Crane is a multi-mission, multi-service product center with both a fleet support and an industrial base mission. Our fleet support mission is performed in a joint, cross-service, and cross-platform environment when possible. The Expeditionary Warfare Systems Division comprises five Branches that include Systems Production and Installation, Systems Interoperability, Air Defense Systems, Command and Control Systems, and Tactical Software.

### 2.0 APPLICABLE DOCUMENTS

Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/contract (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation), shall be that listed in the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto. In the event of a conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

#### 2.1 Military Specifications and Standards.

MIL-HBDK-61A Configuration Management

#### 2.2 Other Government Documents

NAVSEAINST 4000.6A Data Management Program

NAVSEAINST 4130.12A Configuration Management Policy and Guidance

NWSCCINST 5090.7 Control of Receipt of Materials/Items/Munitions with Chemical Constituents of Environmental Concern

NAVWPNSUPPCENINST 5100.22 Center Occupational Safety and Health Manual

OPNAVINST 5102.1C Mishap Investigation and Reporting

DOD 5200.1-RCE-02 Information Security Program Regulation

SECNAVINST 5200.32 Management of Embedded Computer Resources in Department of the Navy Systems

DODINST 5200.28M ADP Security

DODINST 7041.3 Economic Analysis

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DODINST 8020.1M Functional Process Improvement

DOD 5220.22M Industrial Security Manual for Safeguarding Classified Information

SECNAVINST 5233.1B DoN ADP Systems Documentation Standards

OPNAVINST 5239.1A CH 1 Department of the Navy Security program for ADP Systems

SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics

NAVWPNSUPCENINST 5370.3E CH 1 Standards of Conduct and Government Ethics

NAVSEAINST 5400.57B Delegation of Technical Responsibility and Authority To Engineering Agents

NAVWPNSUPPCENINST 5510.24A Information and Personnel Security Manual

NAVWPNSUPPCENINST 5530.5A Physical Security and Loss Prevention

NAVWPNSUPPCENINST 6200.1A Coffee Messes

NAVWPNSUPPCENINST 11210.1L Center Operations during Inclement Weather

NAVWPNSUPPCENINST 11300.1G Energy Conservation

NAVWPNSUPPCENINST 11320.2E Fire Protection Manual

NWSC Crane NOTE 12600 Observed Holidays and Closed Days

## 2.3 Industry Standards

IEEE Std. 610.12 -1990 IEEE Standard Glossary of Software Engineering Terminology

IEEE Std. 730-1998 IEEE Standard for Software Quality Assurance Plans

IEEE Std. 828-1998 IEEE Standard for Software Configuration Management Plans

IEEE Std. 829-1998 IEEE Standard for Software Test Documentation

IEEE Std. 830-1998 IEEE Recommended Practice for Software Requirements Specifications

IEEE Std. 1012-1998 IEEE Standard for Software Verification and Validation

IEEE Std. 1016-1998 IEEE Recommended Practice for Software Design Descriptions

IEEE Std. 1061-1998 IEEE Standard for a Software Quality Metrics Methodology

IEEE Std. 1220-1998 IEEE Standard for Application and Management of the Systems Engineering Process

SEI-CMM Technical Report CMU/SEI-93-TR-024 Capability Maturity Model for Software, version 1.1

## 3.0 TASK REQUIREMENTS

3.1 Tactical Software/other Government software

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The Contractor shall perform, as specified in each Technical Instruction (TI), tasks associated with, but not limited to, CM, IV&V, and Repository functions/management in support of the NSWC Crane Division, US Navy, US Marine Corps, US Air Force, US Army, US Special Operations Command, Homeland Security, and other DoD agencies. Examples of programs/projects supported shall include, but will are not limited to, Target Location Designation & Hand-Off System (TLDHS), Air Defense Communication Platform (ADCP), Predator Unmanned Aerial Vehicle, and SLQ32 Electronic Countermeasures. The contractor shall furnish all labor, material, facilities, and travel necessary to accomplish the efforts described by this SOW. The government shall have unlimited data and distribution rights to all processes, procedures, plans, schedules, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government shall have unlimited rights to reproduce and use all data submitted in accordance with all Contract Data Requirements List(s) (CDRL(s)) identified in this SOW.

3.1.1 Use a rigorous configuration management system to control all versions of documents, databases, code under test, test results and reports, and current version of SW loads as released to the user. CONFIGURATION MANAGEMENT TASKS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING:

3.1.1.1 CONFIGURATION STATUS ACCOUNTING:

- Generate Configuration Status Accounting Report (CSAR) showing ECP status, Deliverables, current Documentation Listing, and other controlled items.

3.1.1.2 CONFIGURATION AUDITS:

- Define, develop, and implement a Configuration Audit plan
- Conduct quarterly Internal Audits to validate Software Configuration Management Library

3.1.1.3 CONFIGURATION IDENTIFICATION:

- Identify each Configuration Item (CI)
- Establish a unique identifier for each CI
- Implement Version Control for each CI

3.1.1.4 RELEASE MANAGEMENT:

- Record and control all releases of software to the user/customer
- Define and implement a Release Management process
- Create Software Product Specification (SPS) for each release, listing executable software, source files, and software support information

3.1.1.5 CHANGE CONTROL:

- Define and implement a Change Control Process
- Use a Change Control Process to track ECPs from creation to closure
- Process shall allow for traceability of ECPs to Configuration Items and requirements
- Create Software Version Description (SVD) for each release, stating ECPs included in delivery and outstanding ECPs

3.1.1.6 CONFIGURATION MANAGEMENT LIBRARY:

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- Define and implement a Library Control Process that identifies how items are moved into and out of the library
- Define and establish a Software Library with all necessary controls
- Define and establish a Documentation Library with all necessary controls

3.1.2 INDEPENDENT VERIFICATION AND VALIDATION TASKS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING:

#### 3.1.2.1 REVIEW OF THE SW DEVELOPERS' METHODOLOGIES

- Determine Robustness of Developers' Process

#### 3.1.2.2 REQUIREMENTS IDENTIFICATION AND ALLOCATION

- Analyze all specifications & requirements documents
- Enter the identified SW requirements into a database
- Perform a requirements allocation flow-down and verify that the allocations are correct, consistent and complete
- Verify that all code is supported by a requirement

#### 3.1.2.3 TEST MATRIX DEVELOPMENT

- For each identified SW requirement, develop a test requirement and determine a test method and success criteria
- Record the pass/fail results for each test
- Use the same database for all SW test activities

#### 3.1.2.4 VERIFICATION TESTS

- Verify that SW requirements are complete, correct and consistent with respect to the system specifications
- Verify the physical, external interfaces of SW versus the identified requirements and system hardware
- Verify the design versus identified requirements
- Verify the code versus the design

#### 3.1.2.5 VALIDATION TESTS

- Validate the build of the executable code
- Validate the integrated code versus the system specifications and identified requirements. (nominal, stress test, and failure mode runs)

#### 3.1.2.6 QUALITY CONTROL

- Have a documented quality system in place
- Be able to record and track problems

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- Allow for continuous, documented process improvement

### 3.1.2.7 DATA MANAGEMENT

- Have the ability to automatically report any requirement or flow-down test that is not satisfied completely

### 3.1.2.8 CODE EXECUTION

- For module-level tests and integrated program-level tests, the actual target processor or a validated SW simulator should be used

3.1.3 The Contractor shall provide personnel with experience, as described within this SOW, in CM, IV&V, and software support activity as they apply to applicable programs in various life cycle stages of software development and deployment. Those personnel shall possess expertise in configuration status accounting, configuration audits, configuration identification, release management, change control, configuration management library, data-base management, software IV&V, and software repository management.

### 3.1.4 Quality Assurance.

3.1.4.1 Quality Conformance. The contractor shall have a Quality Management (QM) system in place that ensures conformance to contractual requirements and best business practices. Contractor shall provide and maintain a Quality Management Plan (QMP). The contractor shall be ISO 9001 and ISO 14001 certified or equivalent.

3.1.4.2 The contractor shall assist, as appropriate, in the establishment and maintenance of a quality system to assure compliance with the requirements of individual TI's issued under this TO. The contractor shall assist, as appropriate, in the establishment and maintenance of ISO 9000 and ISO 14000 processes and procedures related to the operation of applicable Programs.

## 4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

Government furnished items shall be provided to the Contractor, as required, in support of this contract. As identified in a Technical Instruction (TI), the government will provide office space and equipment, forms, access to hardware, software and storage space, as required, protection for government documentation, etc.

## 5.0 DELIVERABLES

All data deliverables under this contract shall be in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable, or as specified in the applicable task description. All data deliverables shall be provided electronically to the Task Order Manager (TOM).

### 5.1 Data Item Status Report A001

Contractor's Progress, Status, and Management Report. The Contractor shall prepare and submit a summary progress and status report on a monthly basis (NLT 15 Calendar DOM), which summarizes the events, problems, progress and status of overall contract management initiatives and issues for the subject period. The contractor shall include a monthly Configuration Status Accounting Report (CSAR) and a report on Requirements Identification and Allocation per project or task

### 5.2 Data Item Contract Funds Status Report A002

Certification report. The Contractor shall provide a Monthly Labor Hours Report, which shall be due with and shall accompany the Contractor's invoice to the Government Task Order Manager (TOM), that lists the following information for each Contractor employee assigned to the task and a summary for each tasking within the Task Order (TO).

- a. Contractor's full name

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b. TO or Modification Number

c. Labor Category

d. Calendar dates of the report period.

e. Authorized Period of Performance, e.g., 10/1/2006 through 3/12/2007

f. Customer/Department

g. Contractor's Manager/Task Leader/Resource Leader Full Name

h. Total "Authorized" Funding

i. Total "Cumulative to Date" Costs

j. Total "Current Reporting Period" Costs

k. Percent of Authorized Funding Expended to Date

l. Total "Authorized" Labor Hours

m. Total "Cumulative to Date" Labor Hours

n. Total "Current Reporting Period" Labor Hours

o. Percent of Authorized Labor Hours Expended to Date

p. Unfunded Costs

q. Funded Costs

r. Balance of funded Dollars with Obligations

s. Summary of Events, Problems and Status of Task for Reporting Period.

### 5.3 Data Item Quality Assurance Plan (QAP) A003

As requested, the contractor shall provide a Quality Assurance Plan (QAP). The plan shall include a cover sheet identifying the contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. The report shall be submitted in accordance with Paragraph 3.1.4 of this document.

### 5.4 Data Item Reports A004

As requested, the contractor shall provide various reports. Report shall include a cover sheet identifying the contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. Data shall be submitted within 7 days after completion of TI.

### 5.5 Data Item Performance Based Statement of Work A005

As requested, the contractor shall provide a Performance Based Statement of Work (SOW). Document shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. Data shall be submitted in accordance with paragraph 8.0 of this document.

### 5.6 Data Item Trip Report A006

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The contractor shall provide a Trip Report within 14 days after completion of trip. Report shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. Data shall be submitted in accordance with paragraph 6.13 of this document.

#### 5.7 Data Item Software Configuration Management Plan (SCMP) A007

The contractor shall provide a Software Configuration Management Plan (SCMP) within 30 days of the start of each new FY. The contents shall include, but shall not be limited to, all elements of software CM associated with applicable elements of paragraph 3.1.1 of this SOW. The plan shall include a cover sheet identifying the contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply.

#### 5.8 Data Item Software Release Reports A008

The contractor shall provide monthly software release reports to include a Software Version Description (SVD), Software Product Specification (SPS), Software Users Manual (SUM), and release documentation (requestor, received by, date, item identification, version, quantity, etc.), in accordance with 5.4 above.

#### 5.9 Data Item Quarterly Configuration Audit Reports A009

The contractor shall provide quarterly configuration audit reports that audit compliance with the contractor's approved SCMP in accordance with 5.4 above.

#### 5.10 Data Item Report on review of SW Methodologies A010

The contractor shall provide a quarterly report of reviews of SW Methodologies associated with the development of specific software products in accordance with defined customer requirements. The report shall contain, but shall not be limited to, the number of reviews conducted, projects supported, outcomes, robustness of developers' process, compliance with requirements, etc.

#### 5.11 Data Item Verification and Validation (V&V) Test Plans and final Test Reports A011

The contractor shall provide V&V Test Plans and associated final Test Reports, per project or task. Test plans and test reports shall be formatted in accordance with paragraph 5.4 of this SOW.

#### 5.12 Data Item Software Test Matrix and final Test Reports A012

The contractor shall provide software test matrix and final test report, for each project or task, in accordance with paragraph 5.4 of this SOW.

### 6.0 ON-SITE CONTRACTOR REQUIREMENTS.

The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to Contractor personnel performing work at Government facilities.

#### 6.1 Key Control.

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be in accordance with the key control requirements set forth in applicable regulations.

#### 6.2 Security.

The work to be performed under this TO as delineated in the TO DD Form 254, involves access to, handling of and generation of classified material up to and including SECRET. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all

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DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user IDs or passwords or any other knowledge that may be gained, to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all TO employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this performance work statement and all required instructions and directives in effect concerning the processing of classified material.

#### 6.3 Release of Information.

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

#### 6.4 Privacy Act.

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

#### 6.5 Identification Badges.

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

#### 6.6 Investigations.

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

#### 6.7 Government Observations.

Government personnel, such as the Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

#### 6.8 Accident Reporting.

The Contractor shall maintain an accurate record of and shall report all accidents to the TOM.

#### 6.9 Work Area Cleanliness.

The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean and neat and free from fire hazards, unsanitary conditions and safety hazards.

#### 6.10 Damage Reporting.

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The Contractor shall maintain an accurate record of and shall report to the TOM all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

#### 6.11 Smoking Regulations.

Smoking on Government premises shall be in approved areas subject to each Government agency policy in accordance with NAVFAC P-1021.

#### 6.12 Hours of Operation.

The following hours of operation shall apply to the Contractor's on-site personnel and the Contractor's liaison facility personnel.

6.12.1 Time of Performance. Normal duty hours for staff assigned to this effort fall between 0600 and 1800 hours during normal government workdays. The Contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required.

6.12.2 Closed Days. The Commander for each Government facility shall designate all closed days. Closed days are generally associated with holidays and/or inclement weather. The Contractor will not be allowed to work on Government facility during designated closed days, unless they are deemed to be essential personnel.

6.12.3 Inclement Weather. When the Government Agency is closed by the Commander because of inclement weather conditions, notification of the closing shall be broadcast over local radio and television stations

6.12.4 Holidays. A list of Government Agency observed holidays and/or closed days in conjunction with the holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel.

#### 6.13 Travel Requirements.

All travel shall be in accordance with the Joint Travel Regulations (JTR). The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five to ten working days plus the required transit time. It is estimated that no more than 10 percent of the Contractor's annual work hours charged against this TO will be needed to travel. The Contractor shall submit a trip report to the technical point of contact for all travel performed, no later than two weeks after completion of each trip.

#### 6.14 Travel Authorization.

Any travel undertaken by the Contractor for performance of tasking must have prior authorization by the Ordering Officer or TOM.

#### 6.15 Safety Requirements.

All TO personnel, on board any Government facility, shall conform to all portions of that Government facility's safety requirements.

#### 6.16 AUTOMATIC DATA PROCESSING (ADP) MEDIA SECURITY LABELS.

All ADP media shall be affixed with the following applicable Standard Form (SF) labels pertaining to national security information: TOP SECRET Label (SF 706), SECRET Label (SF 707), CONFIDENTIAL Label (SF 708), CLASSIFIED Label (SF 709), UNCLASSIFIED Label (SF 710), or DATA DESCRIPTOR Label (SF 711). These non-removable security classification and control labels shall be affixed in a manner that will not adversely affect the operation of the medium or the equipment on which they are used. They shall be placed on the upper left corner of floppy disks or on cases of compact disks so they are conspicuous when inserted into sleeves and disk boxes. The labels shall also be utilized to mark containers used for storage of all kinds of ADP media, including hard disks that contain information.

#### 6.17 Place of Performance.

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Contractor personnel shall be required to perform work in support of this TO at NSWC Crane IN, the contractor's off-site facility, or other mutually agreed upon location(s). The primary place of performance shall be at NSWC Crane IN.

#### 6.18 Period of Performance.

The initial contract award will result in a 3-year basic Period of Performance and will include 2 additional one-year-award term periods. The total Period of Performance, including award term periods, is 5-years.

### 7.0 SPECIAL PROVISIONS

#### 7.1 Personnel Requirements.

The contractor shall provide a list of key personnel, not to exceed (NTE) five (5), associated with their proposal. No substitutions to the key personnel identified shall be made except in accordance with the following:

#### 7.2 Retention.

The contractor shall retain key personnel identified in their proposal during the first 365 days of the contract performance period. If a substitution is required, the contractor shall promptly notify the Contracting Officer and provide all necessary supporting information in compliance with paragraph 7.3 below. After the initial 365-day period, the contractor shall submit proposed substitutions in writing, at least fifteen (15) days (thirty (30) days, if a security clearance is required) in advance of the proposed substitutions, to the Contracting Officer. These substitution requests shall comply with the requirements of this paragraph.

#### 7.3 Replacement.

The contractor shall submit, in writing, all requests for approval of personnel substitutions and provide a detailed explanation of the circumstances necessitating the proposed substitution(s). Requests shall be accompanied by a resume for each proposed substitution or addition, and shall include all other pertinent information requested/required by the Contracting Officer for processing of the proposed substitution(s). All proposed substitutions during the contract period of performance shall meet or exceed the contract defined qualifications for contractor personnel. The Contracting Officer or his/her authorized representative will evaluate each request and promptly notify the contractor of his/her approval or disapproval, in writing.

### 8.0 PERFORMANCE BASED SOW.

These requirements are being procured through a performance based SOW. As required by the Federal Acquisition Regulation (FAR) Part 37.601, this SOW describes the requirements in terms of "what is needed" rather than "how to do it", uses measurable performance standards, and specifies penalties for poor performance, such as, reductions of fees and/or TO base years when the services do not meet the contract performance standards. The performance criteria, standards, and assessment methods for this effort are included in the following table:

#### Performance Criteria, Standards, and Assessment Methods

Performance Criteria	Performance Standard (AQL)	Performance Assessment
Progress Reports as prescribed by SOW paragraphs 5.1 & 5.2	Contractor provides progress Reports, complete and free of errors, in a timely manner	Random inspections, customer satisfaction questionnaires, and random internal government audits

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QAP, SCMP, SW Release Reports, Config. Audit Reports, SW Method. Reports, V&V Test Plans & Reports, SW Test Matrix & Reports in this SOW	Contractor shall ensure that all documents required as data deliveries by this SOW or a TI, are delivered on schedule and are available for review and audit 95% of the time.	Random inspections, customer satisfaction questionnaires, and random internal government audits of contractor's compliance
All documents as prescribed by SOW paragraphs 5.0 through 5.12	Contractor shall ensure that all documents are professional in appearance, free of grammatical and typographical errors and depict accurate information	Random inspections, customer satisfaction questionnaires, and random internal government audits
Quality of service	Quality of services meets or exceeds TO requirements 95% of the time	Random inspection and customer satisfaction questionnaire
Customer liaison	Facilitates effective task performance	Random inspection and meetings between Contractor and TOM

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## SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise stated herein.

### DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_  
(Name of Individual Sponsor)  
\_\_\_\_\_  
(Name of Requiring Activity)  
\_\_\_\_\_  
(City and State)

### PROHIBITED PACKING MATERIALS (5512)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

### INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be tamped or typed on the front page in a conspicuous position.

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## **SECTION E INSPECTION AND ACCEPTANCE**

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise stated herein.

### **INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at DESTINATION.

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

252.246-7000 Material Inspection and Receiving Report MAR 2003

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## SECTION F DELIVERABLES OR PERFORMANCE

All provisions and clauses in SECTION F of the basic contract apply to this task order, unless otherwise stated herein.

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	7/20/2007 - 7/19/2008
1100	7/20/2008 - 7/19/2009
3000	7/20/2007 - 7/19/2008
3100	7/20/2008 - 7/19/2009
4000	7/20/2009 - 7/19/2010
4100	7/20/2010 - 7/19/2011
4200	7/20/2011 - 7/19/2012
6000	7/20/2009 - 7/19/2010
6100	7/20/2010 - 7/19/2011
6200	7/20/2011 - 7/19/2012

### CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP WORK ORDER (AUG 1989)-Alternate I) APR 1984

52.247-34 F.O.B. DESTINATION NOV 1991

### DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

NOTE: Performance beyond 5 April 2009 is contingent upon the successful contractor earning the first award term period under their basic SeaPort-e contract. The first award term period under the basic SeaPort-e contract is from 5 April 2009 through 4 April 2014. Therefore, CLINs 4000, 4100, 4200, 6000, 6100, and 6200 are contingent upon the contractor earning their first award term period under their basic SeaPort-e contract.

### TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this task order shall be performed and completed within 731 days from the effective date of the task order. The time of performance may be extended by written modification to authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein.

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## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise stated herein.

### TASK ORDER MANAGER (TOM)

(a) The TOM is: Mohammad Beitvashahi, 6067  
NSWC Crane Division  
Crane, IN 47522  
Email: mohammad.beitvashahi@navy.mil  
Telephone: 812-854-1488

(b) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order; or until the issue has been otherwise resolved.

### SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Security Service, Director of Industrial Security, Midwest Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

### INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

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

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding Naval Surface Warfare Center, Crane, Indiana is provided for completion of the invoice in WAWF:

PAY DODAAC:	HQ0338
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	S2404A

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DCAA DODAAC: N/A  
Service Approver: N00164  
Inspect by DODAAC: N/A  
Service Acceptor DODAAC: N00164  
LPO DODAAC: N/A

The contractor shall submit invoices for payment per contract terms. The contractor shall invoice per ACRN by CLIN/SLIN (sub-contract line item number). The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor: Or e-mail the invoice to the following address:

TASK ORDER MANAGER (TOM)  
Mohammad Beitvashahi, 6067  
NSWC Crane Division  
Crane, IN 47522  
Email: mohammad.beitvashahi@navy.mil  
Telephone: 812-854-1488

Additional WAWF Information:

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being submitted IAW the invoicing instructions.

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the task order if such address is different from the address shown on the proposal.

Address:

Street & number \_\_\_\_\_  
City & State \_\_\_\_\_  
County \_\_\_\_\_  
Zip Code \_\_\_\_\_

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name Phone E-mail Address

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## TASK ORDER ADMINISTRATION PLAN (TAP)

1. INTRODUCTION: In order to expedite administration of this task order, the following delineation of duties is provided. The names, addresses and phone numbers for these individuals or offices shall be included in the task order award document. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1.1 PROCURING CONTRACTING OFFICE (PCO) is responsible for:

- a. All pre-award information, questions, or data
- b. Freedom of Information inquiries
- c. Change/question/information regarding the scope, terms or conditions of the task order.
- d. Consent to the placement of subcontracts in accordance with FAR 52.244-2, Subcontracts under Cost-Reimbursement and Letter Contracts.
- e. Issuance of Modifications.

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFAR 42.302 except those delegated to another member or component of the Task order Administration Team.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the task order prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

5. TASK ORDER MANAGER (TOM) (Technical) is responsible for:

- a. Issuing Technical Instruction (TI) letters with an adequate description of the work required, and within the scope of the task order. If doubt exists as to whether the task falls within the task order scope of work, contact the PCO.
- b. Ensuring funding is available prior to issuing TI letters.
- c. Security requirements on Government installation.
- d. Monitoring overall quality assurance of services performed, and acceptance or rejection of the services or deliverables. Ensuring contractor compliance with task order quality assurance requirements in accordance with FAR Part 46 as applicable.
- e. Serving as liaison with personnel at the Government installation and the contractor personnel on site.
- f. Providing technical advice/recommendations/clarification on the statement of work and/or TI tasking. Assure that specific technical instructions necessary to perform the work specified in the task order are furnished the contractor. The TOM shall be responsible for all Government technical interface concerning the task order.
- g. Providing technical expertise to both the PCO and CAO with regard to technical requirements, and reasonableness of costs incurred.
- h. Approving contractor travel requirements.
- i. Submitting written reports on the performance of the contractor to the PCO. The reports shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.
- j. Maintaining files. This includes all modifications, government cost estimates, contractor invoices/vouchers,

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Certificates of Performance, and contractor's monthly status reports. In addition, maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory and maintain appropriate file documentation to support the TOM's actions pursuant to this paragraph 5.

k. Monitoring contractor performance using the technique of floor checks to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO. Contracting surveillance of contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the Contracting Officer to any perceived difficulties. This includes review of the Contractor's Progress reports and from the TOM's personal observations.

l. Assisting the RTA or PCO in reviewing and evaluating contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.

m. Ensuring that invoices/vouchers are reviewed in an expeditious manner. Ensuring review of Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, ensuring that the effort was expended toward the completion of the tasking defined in the TI.

n. Alerting the contracting officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the PCO with proposed actions required to eliminate or overcome the causes and to recover the slippage if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the PCO.

o. Assuring that appropriate action is taken on technical correspondence pertaining to the task order. This includes the timely submission to the PCO of any contractor or Government requests for change, deviation or waiver, including submission of supporting analysis and other required documentation.

p. Insuring strict compliance with DOD Directive 5500.7 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.

q. Track all Government Furnished Information (GFI), Government Furnished Material (GFM) Government Furnished Equipment (GFE), and Government Furnished Facilities (GFF) provided to the Contractor, GFR Developing, establishing, and implementing procedures to ensure that compliance with the requirements of this TAP are met.

The TOM shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the task order.
- Authorize the expenditure of funds except as expressly provided in this task order.
- Supervise the contractor's employees.
- Perform any action that would result in the task order being changed from non-personal to a personal services task order.
- Tell the contractor HOW to perform. TOM will only communicate WHAT is required of a technical nature.

Accounting Data

SLINID    PR Number                      Amount



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise stated herein.

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

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

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

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

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

### MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

1. The contractor's facility supporting this requirement must be have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage.

2. Key Personnel Requirement

#### GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

\*To be identified upon issuance of Technical Instruction (TI) letters.

#### TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

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

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accomplish the contractual statement of work.

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:

- (1) assign additional work under the contract;
- (2) direct a change as defined in the "CHANGES" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

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

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

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

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

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

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

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

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SLIN	ACRN	REQN	TTL	TI
100001	A1	71978606	\$20,000	TBD
300001	A1	71978681	\$ 5,000	TBD

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

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ 25,000 \* inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22),

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applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

\* To be completed at time of award and upon execution of each incremental funding modification. This information shall be on page 2 of the award document and each subsequent modification.

#### H81S TRAVEL COSTS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to

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authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein. The total duration of this task order, including Award Terms, shall not exceed 60 months.

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

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

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

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

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#### HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated in response to NSWC Crane Solicitation No. N00024-07-R-3236.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The specifications" in order of precedence.

#### WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal

work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

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- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December
- (10) New Years Day - January

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

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## SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified herein.

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses (es): <http://www.farsite.hill.af.mil/>

52.202-1 Definitions (DEC 2001)  
52.216-7 Allowable Cost and Payment (DEC 2002)  
52.216-8 Fixed Fee (MAR 1997)  
52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)  
52.219-8 Utilization of Small Business Concerns (OCT 2000)  
52.219-14 Limitations on Subcontracting (DEC 1996)  
52.222-26 Equal Opportunity (APR 2002)  
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans (DEC 2001)  
of the Vietnam Era, and Other Eligible Veterans  
52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)  
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam  
Era (DEC 2001)  
52.222-41 Service Contract Act of 1965, As Amended (MAY 1989)  
52.228-5 Insurance-Work On A Government Installation (JAN 1997)  
52.228-7 Insurance-Liability to Third Persons (MAR 1997)  
52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)  
52.232-22 Limitation of Funds (APR 1984)  
52.232-23 Assignment of Claims-Alternate I (APR 1984) (JAN 1986)  
52.232-25 Prompt Payment-Alternate I (FEB 2002) (OCT 2003)  
52.243-2 Changes-Cost Reimbursement (AUG 1987)-Alternate II (APR 1984)  
52.244-2 Subcontracts (AUG 1998)  
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-  
Hour Contracts)(JUN 2003)  
52.249-6 Termination (Cost-Reimbursement) (SEP 1996)  
DFARS Clauses  
252.225-7004 Reporting of Contract Performance Outside the (APR 2003)  
United States  
252.227-7013 Rights in Technical Data-Noncommercial Items (NOV 1995)  
252.227-7030 Technical Data-Withholding of Payment (MAR 2000)

52.222-41 Service Contract Act (1965)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - DD254 DoD Contract Security Classification Specification

Attachment 2 - Wage Determination