

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 27-Dec-2011	4. REQUISITION/PURCHASE REQ. NO. Deob 71978606 & 71978681		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 casie.marriage@navy.mil 812-854-4741	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

NSWC, CRANE DIVISION
300 Highway 361 - Building 64
Crane IN 47522-5001
casie.marriage@navy.mil 812-854-4741

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Electronic Consulting Services, Inc. 2750 Prosperity Ave, Suite 510 Fairfax VA 22031-4338	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4311-FC01
	10B. DATED (SEE ITEM 13) 20-Jul-2007
CAGE CODE 1T1E5	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)
SEE SECTION G

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

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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) Donna J Reynolds, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Donna J Reynolds (Signature of Contracting Officer)	16C. DATE SIGNED 27-Dec-2011

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to deobligate excess funding. Reference Cancelling Funds Letter submitted by ECS on 20 December 2011 and subsequent validation from NSWC Crane Comptroller. Accordingly, said Task Order is modified as follows: Note: All changes are indicated in **bold blue font**.

FUNDING INFORMATION

The following SLINs are hereby modified to reflect deobligation of funds from Section "B" Schedule of Supplies/Services and Price:

SLIN	REQ NO	ACRN	FROM AMOUNT:	TO AMOUNT:	DEOB AMOUNT:
100001	71978606	A1	\$ 20,000.00	\$ 14,480.90	<\$ 5,519.10>
300001	71978681	A1	\$ 5,000.00	\$ 0.00	<\$ 5,000.00>

As a result of the TO award and modification, the above SLIN information is provided to reflect current available funding, and is hereby added to Section B – Schedule of Supplies/Services. The information in the table located in Section H, under "ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104), will not be updated.

This TO is incrementally funded and the amount currently available for payment hereunder is limited to \$2,329,290.01 inclusive of fee, profit and all other charges.

CLIN	FROM:	TO:	BY:
1000 (Performance and Fixed Fee)	\$ 45,697.71	\$ 40,178.61	<\$ 5,519.10>
1100 (Performance and Fixed Fee)	\$ 289,900.00	\$ 289,900.00	\$ 0.00
4000 (Performance and Fixed Fee)	\$ 543,196.40	\$ 543,196.40	\$ 0.00
4100 (Performance and Fixed Fee)	\$ 697,364.00	\$ 697,364.00	\$ 0.00
4200 (Performance and Fixed Fee)	\$ 682,816.00	\$ 682,816.00	\$ 0.00
3000 (ODC – no Fixed Fee)	\$ 6,337.00	\$ 1,337.00	<\$ 5,000.00>
3100 (ODC – no Fixed Fee)	\$ 15,000.00	\$ 15,000.00	\$ 0.00
6000 (ODC – no Fixed Fee)	\$ 4,500.00	\$ 4,500.00	\$ 0.00
6100 (ODC – no Fixed Fee)	\$ 20,530.00	\$ 20,530.00	\$ 0.00
6200 (ODC – no Fixed Fee)	\$ 34,468.00	\$ 34,468.00	\$ 0.00
Totals	\$2,339,809.11	\$2,329,290.01	<\$ 10,519.10>

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this TO.

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 1 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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
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	LO	\$2,251,314.68	\$102,670.86	\$2,353,985.54
100001	Incremental funding in the amount of \$20,000 for labor in support of CLIN 1000 (ACRN A1) less deob of \$5,519.10 on Mod # 26 (TBD)					
100002	Incremental funding in the amount of \$75,000 for labor in support of CLIN 1000 (ACRN A2) less deob of \$57,802.29 on Mod # 20 (TBD)					
100003	Incremental funding in the amount of \$8,500 for labor in support of CLIN 1000 (ACRN A3) (TBD)					
1100	Engineering and Technical Support	1.0	LO	\$2,318,895.28	\$105,753.25	\$2,424,648.53

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	2 of 55	

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 2 basic
period of
performance.
(TBD)

110001 Incremental
funding in the
amount of \$20,000
for labor in
support of CLIN
1000 (ACRN A4)
(TBD)

110002 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A5)
(TBD)

110003 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A6)
(TBD)

110004 Incremental
funding in the
amount of \$33,900
for labor in
support of CLIN
1000 (ACRN A7)
(OTHER)

110005 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A8)
(OTHER)

110006 Incremental
funding in the

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 3 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

amount of \$20,000
for labor in
support of CLIN
1000 (ACRN A9)
(OTHER)

110007 Incremental
funding in the
amount of \$35,000
for labor in
support of CLIN
1000 (ACRN B1)
(OTHER)

110008 Incremental
funding in the
amount of \$40,000
for labor in
support of CLIN
1000 (ACRN B2)
(OTHER)

110009 Incremental
funding in the
amount of \$35,000
for labor in
support of CLIN
1000 (ACRN B2)
(OTHER)

110010 Incremental
funding in the
amount of \$58,000
for labor in
support of CLIN
1000 (ACRN B3)
(RDT&E)

For ODC Items:

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

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	LO	\$1,068,225.00
------	---	-----	----	----------------

300001 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3000 (ACRN A1)
less deob of
\$5,000.00 on Mod

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	4 of 55	

26 (TBD)

300002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3000 (ACRN A2)
less deob of
\$4,963.00 on Mod
20 (TBD)

300003 Incremental
funding in the
amount of \$1,300
for ODC's in
support of CLIN
3000 (ACRN A3)
(TBD)

3100 Other Direct 1.0 LO \$1,068,225.00
Costs (ODC) in
support of CLIN
1100 in
accordance with
the Statement of
Work in Section
C. Year 2 basic
period of
performance.
(TBD)

310001 Incremental
funding in the
amount of \$4,000
for ODC's in
support of CLIN
3100 (ACRN A5)
(TBD)

310002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B1)
(OPN)

310003 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B2)
(OTHER)

310004 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B3)
less deob of
\$4,000 on Mod #

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 5 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

12 (RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	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 1 - Year 3 period of performance. (TBD)	1.0	LO	\$2,388,420.62	\$108,923.29	\$2,497,343.91
400001	Incremental funding in the amount of \$61,345 for labor in support of CLIN 4000 (ACRN B4) (RDT&E)					
400002	Incremental funding in the amount of \$40,000 for labor in support of CLIN 4000 (ACRN B4) (RDT&E)					
400003	Incremental funding in the amount of \$45,670 for labor in support of CLIN 4000 (ACRN B2) (OTHER)					
400004	Incremental funding in the amount of \$49,999 for labor in support of CLIN 4000 (ACRN B3) (RDT&E)					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	6 of 55	

400005 Incremental
funding in the
amount of \$48,000
for labor in
support of CLIN
4000 (ACRN B5)
(OPN)

400006 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN B6)
(PMC)

400007 Incremental
funding in the
amount of \$73,697
for labor in
support of CLIN
4000 (ACRN B7)
(OTHER)

400008 Incremental
funding in the
amount of \$24,000
for labor in
support of CLIN
4000 (ACRN B7)
(OTHER)

400009 Incremental
funding in the
amount of \$15,000
for labor in
support of CLIN
4000 (ACRN B6)
(OTHER)

400010 Incremental
funding in the
amount of \$6,300
for labor in
support of CLIN
4000 (ACRN B8)
(OTHER)

400011 Incremental
funding in the
amount of \$28,000
for labor in
support of CLIN
4000 (ACRN B9)
(RDT&E)

400012 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN C1)
(OTHER)

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 7 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400013 Incremental
funding in the
amount of \$25,000
for labor in
support of CLIN
4000 (ACRN C2)
(PMC)

400014 Incremental
funding in the
amount of \$25,000
for labor in
support of CLIN
4000 (ACRN C2)
(PMC)

400015 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN C3)
(PMC)

400016 Incremental
funding in the
amount of \$53,186
for labor in
support of CLIN
4000 (ACRN B8)
(OTHER)

400017 Incremental
funding in the
amount of \$18,000
for labor in
support of CLIN
4000 (ACRN B9)
(RDT&E)

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	LO	\$2,460,087.43	\$112,190.72	\$2,572,278.15
------	---	-----	----	----------------	--------------	----------------

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	8 of 55	

410001 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4100 (ACRN C4)
(RDT&E)

410002 Incremental
funding in the
amount of \$56,000
for labor in
support of CLIN
4100 (ACRN B9)
(RDT&E)

410003 Incremental
funding in the
amount of \$25,000
for labor in
support of CLIN
4100 (ACRN B6)
(PMC)

410004 Incremental
funding in the
amount of \$10,075
for labor in
support of CLIN
4100 (ACRN B3)
(RDT&E)

410005 Incremental
funding in the
amount of \$17,000
for labor in
support of CLIN
4100 (ACRN C6)
(RDT&E)

410006 Incremental
funding in the
amount of \$40,000
for labor in
support of CLIN
4100 (ACRN B9)
(RDT&E)

410007 Incremental
funding in the
amount of \$45,000
for labor in
support of CLIN
4100 (ACRN C7)
(RDT&E)

410008 Incremental
funding in the
amount of \$5,000
for labor in
support of CLIN
4100 (ACRN C8)
(OPN)

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 9 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

410009 Incremental
funding in the
amount of \$6,000
for labor in
support of CLIN
4100 (ACRN C9)
(OPN)

410010 Incremental
funding in the
amount of \$6,700
for labor in
support of CLIN
4100 (ACRN D1)
(OPN)

410011 Incremental
funding in the
amount of
\$100,000 for
labor in support
of CLIN 4100
(ACRN D2) (PMC)

410012 Incremental
funding in the
amount of
\$241,519 for
labor in support
of CLIN 4100
(ACRN D3) (OTHER)

410013 Incremental
funding in the
amount of
\$105,000 for
labor in support
of CLIN 4100
(ACRN D2) (PMC)

410014 Incremental
funding in the
amount of \$30,070
for labor in
support of CLIN
4100 (ACRN D4)
(PMC)

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	1.0	LO	\$2,533,879.07	\$115,557.98	\$2,649,437.05
------	---	-----	----	----------------	--------------	----------------

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 10 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

accordance with
the Statement of
Work in Section
C. Award Term 3
- Year 5 period
of performance.
(TBD)

420001 Incremental
funding in the
amount of \$92,292
for labor in
support of CLIN
4200 (ACRN D4)
(PMC)

420002 Incremental
funding in the
amount of
\$100,000 for
labor in support
of CLIN 4200
(ACRN D5) (PMC)

420003 Incremental
funding in the
amount of \$52,000
for labor in
support of CLIN
4200 (ACRN D6)
(PMC)

420004 Incremental
funding in the
amount of \$64,524
for labor in
support of CLIN
4200 (ACRN D7)
(OTHER)

420005 Incremental
funding in the
amount of
\$334,000 for
labor in support
of CLIN 4200
(ACRN D8) (PMC)

420006 Incremental
funding in the
amount of \$40,000
for labor in
support of CLIN
4200 (ACRN D9)
(OPN)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other Direct Costs (ODC) in	1.0	LO	\$1,068,225.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	11 of 55	

support of CLIN
4000 in
accordance with
the Statement of
Work in Section
C. Award Term 1
- Year 3 period
of performance.
(TBD)

600001 Incremental
funding in the
amount of \$4,100
for ODC's in
support of CLIN
6000 (ACRN B4)
(RDT&E)

600002 Incremental
funding in the
amount of \$400
for ODC's in
support of CLIN
6000 (ACRN B9)
(RDT&E)

6100 Other Direct 1.0 LO \$1,068,225.00
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)

610001 Incremental
funding in the
amount of \$1,000
for ODC's in
support of CLIN
6100 (ACRN B9)
(RDT&E)

610002 Incremental
funding in the
amount of \$1,000
for ODC's in
support of CLIN
6100 (ACRN C5)
(RDT&E)

610003 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
6100 (ACRN B9)
(RDT&E)

610004 Incremental
funding in the

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	12 of 55	

amount of \$5,000
for ODC's in
support of CLIN
6100 (ACRN C7)
(RDT&E)

610005 Incremental
funding in the
amount of \$4,600
for ODC's in
support of CLIN
6100 (ACRN D3)
(OTHER)

610006 Incremental
funding in the
amount of \$3,000
for ODC's in
support of CLIN
6100 (ACRN D2)
(PMC)

610007 Incremental
funding in the
amount of \$930
for ODC's in
support of CLIN
6100 (ACRN D4)
(PMC)

6200 Other Direct 1.0 LO \$1,068,225.00
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)

620001 Incremental
funding in the
amount of \$2,854
for ODC's in
support of CLIN
6200 (ACRN D4)
(PMC)

620002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
6200 (ACRN D2)
(PMC)

620003 Incremental
funding in the
amount of \$2,414
for ODC's in
support of CLIN
6200 (ACRN D6)

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 13 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(PMC)

620004 Incremental
funding in the
amount of \$2,200
for ODC's in
support of CLIN
6200 (ACRN D7)
(OTHER)

620005 Incremental
funding in the
amount of \$20,000
for ODC's in
support of CLIN
6200 (ACRN D8)
(PMC)

620006 Incremental
funding in the
amount of \$2,000
for ODC's in
support of CLIN
6200 (ACRN D9)
(OPN)

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.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 14 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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-HBDBK-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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 15 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DODINST 7041.3 Economic Analysis

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 16 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.1 Tactical Software/other Government software

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 17 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ECPs

3.1.1.6 CONFIGURATION MANAGEMENT LIBRARY:

- 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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 18 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Have a documented quality system in place
- Be able to record and track problems
- 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 Contracting Officer Representative (COR).

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 COR, that lists the following information for each

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 19 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor employee assigned to the task and a summary for each tasking within the Task Order (TO).

- a. Contractor's full name
- 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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 20 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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.

5.13 Data Item TO Funding Notification Letter B011

The contractor shall provide TO funding notification letter (example attached) in accordance with CDRL B011 (also attached).

The Contractor is hereby required to provide CDRL A004 and the related funding notification letter to the Requiring Technical Activity (RTA); the Contracting Officer Representative (COR); the Contracting Officer (KO), and Mr. Bruce New @ bruce.new.ctr@navy.mil.

6.0 ON-SITE CONTRACTOR REQUIREMENTS.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 21 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 22 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 COR.

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.

The Contractor shall maintain an accurate record of and shall report to the COR 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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 23 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ordering Officer or COR.

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.

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 2-year basic Period of Performance and will include 3 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.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 24 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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
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 COR

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 25 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 (NISPO), 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 stamped or typed on the front page in a conspicuous position.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 26 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 27 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Items are as follows:

1000	7/20/2007 - 7/19/2008
1100	7/20/2008 - 7-19-2010
3000	7/20/2007 - 7/19/2008
3100	7/20/2008 - 7/19/2010
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 1,826 days from the effective date of the task order. The time of performance may not be extended beyond those terms.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 28 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACTING OFFICER REPRESENTATIVE (COR)

(a) The COR is:
Savannah L. Quigley, Code CXLM
NSWC Crane, IN 47522
email: savannah.quigley@navy.mil
Telephone: 812-854-8200

The Alternate COR is:
Nona Bradley, Code CXLM
NSWC Crane, IN 47522
email: nona.bradley@navy.mil
Telephone: 812-854-4343

(b) The COR 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 COR 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 COR 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

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. The web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 29 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

(Contracting Officer, check all that apply)	Type of Document(s)
	Invoice (FFP Supply & Service)
	Invoice and Receiving Report Combo (FFP Supply)
X	Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
	Receiving Report (FFP, DD250 Only)

(Contracting Officer, complete appropriate information as applicable)	DODAAC Codes and Inspection and Acceptance Locations for the following:
N00178	Issue DODAAC
S2404A	Admin DODAAC
HQ0338	Pay Office DODAAC
N00164	Inspector DODAAC
N00164	Service Acceptor DODAAC
N00164	Service Approver DODAAC
N/A	Ship To DODAAC
N/A	DCAA Auditor DODAAC
N00164 (Vendor Pay)	LPO DODAAC
Destination	Inspection Location
Destination	Acceptance Location

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoice; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 30 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other methods agreed to by the Contracting Officer.

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

Send Additional Email Notification To: Contracting Officer Representative, Savannah L. Quigley @ savannah.quigley@navy.mil .

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

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

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 31 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. CONTRACTING OFFICER REPRESENTATIVE (COR) (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 COR 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,

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 32 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 COR'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 COR'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 COR 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. COR will only communicate WHAT is required of a technical nature.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 33 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SLINID	PR Number	Amount
100001		20000.00
LLA :		
A1 97X4930.NH1J 000 77777 0 000164 2F 000000 66R67B663031		
Reqn. No. 71978606		
300001		5000.00
LLA :		
A1 97X4930.NH1J 000 77777 0 000164 2F 000000 66R67B663031		
Reqn. No. 71978681		

BASE Funding 25000.00
Cumulative Funding 25000.00

MOD 01

100002		75000.00
LLA :		
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010		
Standard Number: N0002408WX10879 (AA)		
Reqn. No. 80598042		

100003		8500.00
LLA :		
A3 5763080 176 4662 834130 404130 58200 28021F 667100 FSR:001617 PSR:463464 DSR:227		
864 F67100		
Standard Number: F2MUBL7074G001 (AA)		
Reqn. No. 80598426		

300002		5000.00
LLA :		
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010		
Standard Number: N0002408WX10879 (AA)		
Reqn. No. 80598444		

300003		1300.00
LLA :		
A3 5763080 176 4662 834130 404130 58200 28021F 667100 FSR:001617 PSR:463464 DSR:227		
864 F67100		
Standard Number: F2MUBL7074G001 (AA)		
Reqn. No. 80598447		

MOD 01 Funding 89800.00
Cumulative Funding 114800.00

MOD 02

110001		20000.00
LLA :		
A4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 CJ79058		
Reqn. No. 83303684		

110002		16000.00
LLA :		
A5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 DJ5P025		
Reqn. No. 83408043		

310001		4000.00
LLA :		
A5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 DJ5P025		
Reqn. No. 83408047		

MOD 02 Funding 40000.00
Cumulative Funding 154800.00

MOD 03

110003		16000.00
LLA :		
A6 97X4930.NH1J 000 77777 0 000164 2F 000000 J7000 DJ71057		
Reqn. No. 90152236		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	34 of 55	

MOD 03 Funding 16000.00
Cumulative Funding 170800.00

MOD 04

110004 33900.00
LLA :
A7 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:122111
Standard Number: MIPR F2BDED9048G002 (AA)
Reqn. No. 90912462
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110005 16000.00
LLA :
A8 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:016862 PSR:
583112 DSR:303856
Standard Number: MIPR F2BDED8266G002 (AA)
Reqn. No. 90912474
FUNDING SPONSOR:
653 ELSG/ES, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110006 20000.00
LLA :
A9 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:016862 PSR:
583112 DSR:002019
Standard Number: MIPR F2BDED8056G007 (AA)
Reqn. No. 91342632
FUNDING SPONSOR:
653RD ELSG/ES (ATTN: THOMAS REGAN)
5 ELGIN ST, BLDG 1624, SUITE 308
HANSCOM AFB, MA 01731

110007 35000.00
LLA :
B1 1791810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
Standard Number: N0002409WX30546 (AA)
Reqn. No. 91405764
FUNDING SPONSOR:
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP 1290
WASHINGTON NAVY YD, DC 20376-1290

110008 40000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427308
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110009 35000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427420
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

310002 5000.00
LLA :
B1 1791810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
Standard Number: N0002409WX30546 (AA)
Reqn. No. 91405766

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	35 of 55	

FUNDING SPONSOR:
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP 1290
WASHINGTON NAVY YD, DC 20376-1290

310003 5000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427438
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

MOD 04 Funding 189900.00
Cumulative Funding 360700.00

MOD 05

110010 58000.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. N. 91571670
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

310004 5000.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. N. 91571671
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

MOD 05 Funding 63000.00
Cumulative Funding 423700.00

MOD 06

400001 61345.00
LLA :
B4 170418048B5B251SAS0400683422D00000015B600000600
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032715 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification. The contractor may continue to invoice after this date, but only for work performed during this 365-day period.

400002 40000.00
LLA :
B4 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032732 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification. The contractor may continue to invoice after this date, but only for work performed during this 365-day period.

600001 4100.00
LLA :
B4 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032724 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	36 of 55	

applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification. The contractor may continue to invoice after this date, but only for work performed during this 365-day period.

MOD 06 Funding 105445.00
Cumulative Funding 529145.00

MOD 07

400003 45670.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 92920222
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

400004 49999.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. No. 93235314
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

MOD 07 Funding 95669.00
Cumulative Funding 624814.00

MOD 08

400005 48000.00
LLA :
B5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7000 FJ5P025
Reqn. No. 93455394

MOD 08 Funding 48000.00
Cumulative Funding 672814.00

MOD 09

400006 10000.00
LLA :
B6 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W
Standard Number: MIPR M6785409RC86D13 (AA)
Reqn. No. 00142472

MOD 09 Funding 10000.00
Cumulative Funding 682814.00

MOD 10

400007 73697.00
LLA :
B7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
518317 DSR:204466
Standard Number: MIPR F2BDED0013G003 (AA)
Reqn. No. 00325671

400008 24000.00
LLA :
B7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
518317 DSR:204466
Standard Number: MIPR F2BDED0013G003 (AA)
Reqn. No. 00325695

400009 15000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	37 of 55	

LLA :
 B6 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W
 Standard Number: MIPR M6785409RC86D13 (AA)
 Reqn. No. 00337387

MOD 10 Funding 112697.00
 Cumulative Funding 795511.00

MOD 11

400010 6300.00
 LLA :
 B8 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
 518317 DSR:253397
 Standard Number: MIPR F2BDED0047G002 (AA)
 Reqn. No. 00611777

400011 28000.00
 LLA :
 B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
 Standard Number: MIPR M6785410RCR0AK2 (AA)
 Reqn. No. 00625296

400012 10000.00
 LLA :
 C1 1701106 27A0 252 67854 067443 2D M67854 0RCS5BW211CH
 Standard Number: MIPR M6785410RCS5BW2 (AA)
 Reqn. No. 00697361

400013 25000.00
 LLA :
 C2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C92123U
 Standard Number: MIPR M6785410RC96C92 (AA)
 Reqn. No. 00769122

400014 25000.00
 LLA :
 C2 1791109 6438 310 67854 067443 2D 6438S8 0RC96C92123U
 Standard Number: MIPR M6785410RC96C92 (AA)
 Reqn. No. 00769141

MOD 11 Funding 94300.00
 Cumulative Funding 889811.00

MOD 12

310004 (4000.00)
 LLA :
 B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
 Standard Number: MIPR M9545009RCR9DE5 (AA)
 Reqn. No. 91571671
 FUNDING SPONSOR:
 COMMANDER, MARINE CORPS SYSTEMS COMMAND
 ATTN: DFM (ERIC D. MORRIS)
 2200 LESTER ST
 QUANTICO, VA 22134-6050

400015 10000.00
 LLA :
 C3 1781109 4640 250 67854 067443 2D 4640SW 9RC84B10174W
 Standard Number: MIPR M6785409RC84B10 (AA)
 Reqn. No. 01319711

400016 53186.00
 LLA :
 B8 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
 518317 DSR:253397
 Standard Number: MIPR F2BDED0047G002 (AA)
 Reqn. No. 01341961

MOD 12 Funding 59186.00
 Cumulative Funding 948997.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	38 of 55	

MOD 13 Funding 0.00
Cumulative Funding 948997.00

MOD 14

400017 01960041 18000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

410001 01605384 10000.00

LLA :
C4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 FJ5P038
Funding in support of TI 007.

410002 01960066 56000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

410003 02001441 25000.00

LLA :
B6 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W
Standard Number: M6785409RC86D13 (AA)
Funding in support of TI 007.
Note: 10 U.S.C. 2410a Authority does not apply. Funds expire 30 September 2010.
The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

600002 01960063 400.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

610001 01960084 1000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

MOD 14 Funding 110400.00
Cumulative Funding 1059397.00

MOD 15

410004 02247581 10075.00

LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: M9545009RCR9DE5 (AA)
Funding in support of TI 008.
Note: 10 U.S.C. 2410a Authority does not apply. Funds expire 30 September 2010.
The contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2010.

610002 02507568 1000.00

LLA :
C5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7400 FJ74L61
Funding in support of TI 008.

MOD 15 Funding 11075.00
Cumulative Funding 1070472.00

MOD 16

410005 02657720 17000.00

LLA :
C6 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 0GJ7002
Funding in support of TI 007.

410006 02731781 40000.00

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	39 of 55	

B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.
ACRN INCREASE

610003 02731783 5000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.
ACRN INCREASE

MOD 16 Funding 62000.00
Cumulative Funding 1132472.00

MOD 17

410007 03160709 45000.00

LLA :
C7 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S
Standard Number: M6785411RCR1AD1 (AA)
Funding in support of TI 008.

610004 03160710 5000.00

LLA :
C7 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S
Standard Number: MIPR M6785411RCR1AD1 (AA)
Funding in support of TI 008.
(ACRN C7 INCREASE)

MOD 17 Funding 50000.00
Cumulative Funding 1182472.00

MOD 18

410008 03369542 5000.00

LLA :
C8 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P000
Funding in support of TI 007.

410009 03369560 6000.00

LLA :
C9 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P001
Funding in support of TI 007.

410010 03369564 6700.00

LLA :
D1 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P002
Funding in support of TI 007.

410011 03432805 100000.00

LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008.

MOD 18 Funding 117700.00
Cumulative Funding 1300172.00

MOD 19

410012 10107545 241519.00

LLA :
D3 5713080 171 4750 83710F 4GE300 80116 27423F 503000 F03000 ALD AA FSR 020934 PSR
439816 DSR 265697
Standard Number: F2BDED0340G005 (AA)
Funding in support of TI 005.

610005 10107553 4600.00

LLA :
D3 5713080 171 4750 83710F 4GE300 80116 27423F 503000 F03000 ALD AA FSR 020934 PSR
439816 DSR 265697
Standard Number: F2BDED0340G005 (AA)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	40 of 55	

Funding in support of TI 005. (ACRN D3 INCREASE)

MOD 19 Funding 246119.00
Cumulative Funding 1546291.00

MOD 20

100002 (57802.29)
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598042

300002 (4963.00)
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598444

410013 10402386 105000.00
LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008. (ACRN D2 INCREASE)

610006 10402412 3000.00
LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008. (ACRN D2 INCREASE)

MOD 20 Funding 45234.71
Cumulative Funding 1591525.71

MOD 21

410014 10983827 30070.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010.

420001 11383715 92292.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

610007 11437875 930.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

620001 11437946 2854.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

MOD 21 Funding 126146.00
Cumulative Funding 1717671.71

MOD 22

420002 11670578 100000.00
LLA :
D5 1711109 4640 310 67854 067443 2D 464013 1RC14229171M
Standard Number: M6785411RC14229 (AA)
Funding in support of TI 008.

420003 11861671 52000.00
LLA :
D6 1711109 4181 252 67854 067443 2D 418105 1RC1454916WV
Standard Number: M6785411RC14549 (AA)
Funding in support of TI 010.

NOTE: 10 U.S.C. 2410a Authority does not apply. Funds expire on 31 March 2012.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	41 of 55	

The contractor may continue to invoice after this date, but only for work performed up through and including 31 March 2012.

420004 11925630 64524.00
 LLA :
 D7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:518317 DSR:073807
 Standard Number: F2BDED0211G001 (AA)
 Funding in support of TI 005.

420005 11959456 334000.00
 LLA :
 D8 1711109 4640 252 67854 067443 2D 4640B1 1RC14707114K
 Standard Number: M6785411RC14707 (AA)
 Funding in support of TI 011.

620002 11670591 5000.00
 LLA :
 D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
 Standard Number: M6785411RC04J90 (AA)
 Funding in support of TI 008. (ACRN D2 INCREASE)

620003 11861684 2414.00
 LLA :
 D6 1711109 4181 252 67854 067443 2D 418105 1RC1454916WV
 Standard Number: M6785411RC14549 (AA)
 Funding in support of TI 010. (ACRN D6 INCREASE)
 NOTE: 10 U.S.C. 2410a Authority does not apply. Funds expire on 31 March 2012.
 The contractor may continue to invoice after this date, but only for work performed up through and including 31 March 2012.

620004 11925783 2200.00
 LLA :
 D7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:518317 DSR:073807
 Standard Number: F2BDED0211G001 (AA)
 Funding in support of TI 005. (ACRN D7 INCREASE)

620005 11959458 20000.00
 LLA :
 D8 1711109 4640 252 67854 067443 2D 4640B1 1RC14707114K
 Standard Number: M6785411RC14707 (AA)
 Funding in support of TI 011. (ACRN D8 INCREASE)

MOD 22 Funding 580138.00
 Cumulative Funding 2297809.71

MOD 23

420006 12455984 40000.00
 LLA :
 D9 97X4930.NH1J 000 77777 0 000164 2F 000000 J7310 GJ5P045
 Funding in support of TI 012.

620006 12552863 2000.00
 LLA :
 D9 97X4930.NH1J 000 77777 0 000164 2F 000000 J7310 GJ5P045
 Funding in support of TI 012. (ACRN D9 INCREASE)

MOD 23 Funding 42000.00
 Cumulative Funding 2339809.71

MOD 24

400005 (0.60)
 LLA :
 B5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7000 FJ5P025
 Reqn. No. 93455394

MOD 24 Funding -0.60
 Cumulative Funding 2339809.11

MOD 25 Funding 0.00

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 42 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 2339809.11

MOD 26

100001 (5519.10)

LLA :

A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B663031
Reqn. No. 71978606

300001 (5000.00)

LLA :

A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B663031
Reqn. No. 71978681

MOD 26 Funding -10519.10

Cumulative Funding 2329290.01

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 43 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 Contracting Officer Representative (COR), 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 COR specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 44 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 45 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

***Refer to "SECTION F & G - CONTRACT ADMINISTRATION DATA".**

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

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

***Refer to Page 2, "GENERAL INFORMATION SECTION".**

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 ttachments 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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 46 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

.

.

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 47 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

- (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.

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. The first evaluation period will be from date of award through six months following the date of award with subsequent evaluations being conducted every year thereafter. If the contractor scores 15 or more points in the first year of the basic ordering period (year 1),

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 48 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractor keeps both years 1 and 2. If contractor scores 25 or higher points in the second year of the basic ordering period (year 2), the contractor earns the first award-term year (year 3). If contractor earns 25 or higher points in the first award-term year (year 3), the contractor earns the second award-term (year 4), and if contractor earns 25 or higher points in the second award-term year (year 4), the contractor earns the third award-term (year 5.) The TO period may also be reduced on the basis of the contractor's performance against the stated performance parameters. If contractor scores less than 15 points in the first year of the basic ordering period (year 1), the contractor will lose the second year of the basic ordering period (year 2).

EVALUATION PERIOD POINTS EARNED BASE YEAR (BY)

AWARD-TERM YEAR (ATY) EARNED

Months 1 – 6	0 – 14	BY 1 Only
Months 1 – 6	15 – 30	BY's 1 and 2
Months 7 – 18	0 – 24	BY's 1 and 2 Only
Months 7 – 18	25 – 30	BY's 1 & 2 and ATY 3
Months 19 – 30	0 – 24	BY's 1 & 2 and ATY 3 Only
Months 19 – 30	25 – 30	BY's 1 & 2 and ATY's 3 & 4
Months 30 – 42	0 – 24	BY's 1 & 2 and ATY's 3 & 4 Only
Months 30 – 42	25 – 30	BY's 1 & 2 and ATY's 3, 4 & 5

Points are awarded during each year of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will insure the Government has sufficient time to solicit and award a new task order should the contractor not earn an award term.

(a) Award Term. The award-term concept is an incentive that permits extension of the TO period beyond the base period of performance for superior performance or reduction of the TO period of performance because of poor performance.

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's

performance. Contractor must earn 25 in any single basic ordering period award year or subsequently awarded award-term year for an additional one-year term extension. Contractor earning less than 15 points in the first year of the basic ordering period (year 1) will lose the second year of the basic ordering period (year 2.)

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award-Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 49 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during TO performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 5 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension. The TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

AWARD TERM PLAN

1.0 INTRODUCTION

This is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the contract.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral contract modifications based upon points earned as determined by the TDO.

2.0 ORGANIZATION

The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 50 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.0 RESPONSIBILITIES

a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson.

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO.

c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An initial assessment of the contractor's performance will be done after the first six months. Subsequent evaluations will be conducted every year thereafter.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel.

Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. Contractor must earn adequate positive points (e.g., +25 each year) for a one-year term extension, while contractor's failing to accumulate minimum positive points in the first year of the basic ordering period (e.g., +15) results in a one-year reduction in the basic ordering period.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at least every six months. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 51 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 5 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and

recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points for the evaluation period. Upon the contractor's earning of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 52 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 53 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

FARS & DFARS CLAUSES INCORPORATED IN FULL TEXT

DFARS 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out of* sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 54 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

FARS & DFARS CLAUSES INCORPORATED IN FULL TEXT (CONTINUED)

FAR 52.244-2 Subcontracts

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: "Any subcontract exceeding the Simplified Acquisition Threshold (\$150,000), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime's accepted proposal."

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 55 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254 DoD Contract Security Classification Specification (Revised)

Attachment 2 - Wage Determination

Attachment 3 - CDRL B011

Attachment 4 - Funding Notification Letter (Example)

Attachment 5 - Final Award Term Letter

[Attachment 6 - List of Approved Subcontractors](#)