

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4143				2. DELIVERY ORDER NO. 0015		3. EFFECTIVE DATE 2009 Jul 02		4. PURCH REQUEST NO. N00178-09-NR-55081		5. PRIORITY Unrated	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110			CODE N00178	7. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427				CODE S3915A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000			CODE INPU4	FACILITY 020278375		10. DELIVER TO FOB POINT BY <i>(Date)</i> See Schedule		11. X IF BUSINESS IS	SMALL SMALL DISADVANTAGED WOMEN-OWNED		
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266				CODE HQ0337	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
L-3 Services, Inc.			Patricia G. O'Hagan Manager, Business Op								
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA By: /s/Linda R Coleman				25. TOTAL \$12,461,560.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		34. CHECK NUMBER		35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			COMPLETE		PARTIAL		FULL		
37. RECEIVED AT		38. RECEIVED BY <i>(Print)</i>		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

The task order is issued unilaterally based upon L-3 Services, Inc. Unidyne Division's proposal dated March 24, 2009, the Government's Discussion Letter dated June 26, 2009, and L-3 Services, Inc. Unidyne Division's acceptance letter dated June 26, 2009.

GENERAL INFORMATION

DISTRIBUTION:

Contractor: L-3 Services, Inc. edward.brown@L-3Com.com

F31/Glendon Sickler at glendon.sickler@navy.mil

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DFAS Columbus

IWS 3/Angie Best at angie.best@navy.mil

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	In-Service Engineering Support for Battle Force Tactical Training System installations. In accordance with the SOW in Section C. (TBD)	100.8	LY	\$10,758,540.00	\$767,368.00	\$11,525,908.00
400001	Incremental Funding for TI 01 TASK #1 (OPN)					
400002	Incremental Funding for TI 01 TASK #1 (SCN)					
4100	In-Service Engineering Support for Battle Force Tactical Training System installations. In accordance with the SOW in Section C. Option 1 (TBD) Option	131.8	LY	\$14,046,705.00	\$1,002,536.00	\$15,049,241.00
4200	In-Service Engineering Support for Battle Force Tactical Training System installations. In accordance with the SOW in Section C. Option 2 (TBD) Option	131.8	LY	\$14,338,958.00	\$1,023,154.00	\$15,362,112.00
4300	In-Service Engineering Support for Battle Force Tactical Training System installations. In accordance with the SOW in Section C.	100.8	LY	\$11,445,914.00	\$815,963.00	\$12,261,877.00

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Option 3 (TBD)
Option

4400	In-Service Engineering Support for Battle Force Tactical Training System installations. In accordance with the SOW in Section C. Option 4 (TBD) Option	100.8 LY	\$11,789,760.00	\$840,566.00	\$12,630,326.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	ODC's for CLIN 4000. In accordance with the SOW in Section C. Base Period (TBD)	1.0	Lot	\$935,652.00
600001	Incremental Funding for TI 1 TASK #1 (OPN)			
6100	ODC's for CLIN 4100. In accordance with the SOW in Section C. Option 1 (TBD) Option	1.0	Lot	\$980,491.00
6200	ODC's for CLIN 4200. In accordance with the SOW in Section C. Option 2 (TBD) Option	1.0	Lot	\$1,027,605.00
6300	ODC's for CLIN 4300. In accordance with the SOW in Section C. Option 3 (TBD) Option	1.0	Lot	\$1,077,118.00
6400	ODC's for CLIN 4400. In accordance with the SOW in Section C. Option 4 (TBD) Option	1.0	Lot	\$1,129,105.00

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Type of Task Order: Cost Plus Fixed Fee

HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

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

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND / PURPOSE / SCOPE

C.1.1 BACKGROUND: Naval Sea Systems Command (NAVSEA) Dam Neck is the In-Service Engineering Agent (ISEA) for training systems. The training systems include: Battle Force Tactical Training (BFTT) system, BFTT Electronic Warfare Trainer (BEWT), Training Simulator/Stimulator System (TSSS), Navigation, Seamanship and Shiphandling Trainer (NSST), Training Management System (TMS), Combat System Training (CST) and Damage Control Tactical Management System (DCTMS). The contractor shall comply with the performance specifications identified in C.2.

C.1.2 PURPOSE: The purpose of this task is to provide support to NAVSEA Dam Neck in providing In-Service Engineering Agent support for training systems.

C.1.3 SCOPE: This Statement of Work (SOW) describes the general requirements for Fleet In-Service Engineering Agent (ISEA) support for training systems. Support will include: training systems installation and removal; obsolescence upgrades and support of obsolescence working group; development of obsolescence mitigation plans and alteration procedures; on-site Ship Construction Naval (SCN) technical representation; conduct of system introduction and familiarization; system maintenance/repair and shipboard configuration audits; fabrication of installation hardware; installation logistics support; and the storage and maintenance of Government owned materials.

C.2 APPLICABLE DOCUMENTS: The specifications, standards, instructions, directives, and other publications listed below are referenced in individual requirements paragraphs. Current editions are governing unless a specific edition is cited in the Technical Instructions (TIs) when issued.

C.2.1 Performance Specifications:

T8901-XX-SS-010/BFTT System Specification for BFTT AN/USQ-T46 (V), Rev B of 16 Aug 96

T8901-XX-IRS/IDD Interface Requirements Specification (IRS)/System Interface Design 010/BFTT Document (IDD) for BFTT AN/USQ-T46 (V), Baseline 1, Rev 1, of 8 Apr 97

T8901-XX-SSD-010 Shore System/Segment Design Document (SSDD) for BFTT (Baseline 1) & Ship (IOC) Shore Site and Shipboard Segments, of 27 Sep 97

TSTS CDD Total Ship Training System Capability Development Document –
Currently in DRAFT

C.2.2 Department of Defense Documents:

DOD-STD-2101 Classification of Characteristics

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MIL-DTL-31000, Rev C Technical Data Packages, Detail Specification, of 9 Jul 04

MIL-STD-1399, Rev C Interface Standard for Shipboard Systems, Section 300, 304 Electric Power, Alternating Current, of 2 Feb 88

SL 720-AA-MAN-010 Fleet Modernization Program (FMP) Management and Volume I, Rev 2 Operations Manual

SL 720-AA-MAN-020 Volume II Tech Spec 9090.310D Alterations to Ships Accomplished by Alteration Installation Teams

SL 720-AA-MAN-030 Surface Ships and Carriers Entitled Process for Modernization and Operations Manual

COMFLTFORCOMINST, Rev A Joint Fleet Maintenance Manual (CHG 5)

S9095-AD-TRQ-010/TSTP Total Ship Test Program (TSTP)

MIL-HDBK-61(SE) Configuration Management Guidance (paragraphs 6.2 and 6.3)

TSTS-PCMP-2005-1 TSTS Program Configuration Management Plan

TSTS-SCAP-2005-01 TSTS Shipboard Configuration Audit Plan 2.3 Commercial Specifications

NAVSEA TS 9090.310D Alterations to Ships accomplished by Alteration

C.2.3 Commercial Specifications:

ISO 9001-2000 Quality Management Systems – Requirements of 12 Dec 00
(www.iso.org)

ISO 10007 Quality Management - Guidelines for Configuration Management
(www.iso.org)

C.2.4 Non-Government Publications:

ASME Y14.100-2004 Engineering Drawing Practices (www.asme.org)

IEEE/EIA 12207 Information Technology - Software Life Cycle Processes
(www.ieee.org)

ANSI/EIA-649-1998 National Consensus Standard of Configuration (www.ansi.org)

Copies of military handbooks, instructions, standards and specifications and DoD adopted non-Government standards may be obtained in accordance with the Federal Acquisition Regulation (FAR) Subpart 52.211-2. Copies of specifications, standards, and data item descriptions cited in this solicitation, if listed in the DoD Index of Specifications and Standards (DoDISS) or the Acquisition

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Management Systems and Data Requirements Control List, DoD 5010.12-L (Dec 2003) may be obtained from:

- (a.) ASSIST database via the Internet at <http://assist.daps.dla.mil/>;
- (b.) By submitting a request to the –

Department of Defense Single Stock Point (DoDSSP)

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

- (c.) <https://saportal.nswc.navy.mil>

Copies of non-government publications not listed in the DoDISS may be obtained from the respective industry association or by following the web links identified.

C.3 REQUIREMENTS: The Contractor shall provide support in the areas of engineering services, program support, system engineering, systems installation and removal, system upgrade, obsolescence, mitigation, and alterations, on-site Ship Construction Naval (SCN) technical representation, training, maintenance/repair support, shipboard configuration audit support, installation of hardware and fabrication, material storage and handling, installation logistics support, hardware procurement, test & evaluation and Fleet engineering support. The Contractor shall provide monthly Financial Interim Progress reports, monthly Technical Status reports, quarterly Government Property reports and Final report. These efforts are required to meet the technical, performance and schedule goals of the program. (CDRLs A001, A002, A017, A018)

C.3.1 ENGINEERING SERVICES AND SUPPORT:

C.3.1.1 Program Support: The Contractor shall support Program Reviews, Working Sessions, meetings, and conferences at various locations as determined by program schedules. Meetings shall take place at Government facilities, contractor facilities, testing sites, Convention/Conference Centers. This effort shall include planning meetings, preparing presentation materials, and coordinating schedules with participants as specified by the TA. (CDRL A012, A015)

C.3.1.2 System Engineering: The Contractor shall conduct engineering studies and analyses of proposed new equipment in support of training systems to assess physical and functional capability as well as supportability. The Contractor shall attend engineering design meetings and provide technical guidance regarding any changes to the hardware that may have an impact on the installation, system functionality, and supportability. This ISEA support will include the following design related functions:

- analyze operational and maintenance performance data to determine design defects detracting from the system's capability to perform its intended operational requirements and to meet its maintainability and reliability requirements
- test & evaluation, to include test planning, test scenario development, data management and

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analysis plan preparation, test execution, test data recording, and support to developmental and operational test & evaluation functions

- recommend corrections or improvements for translation into detailed engineering changes proposals
- provide inputs to engineering changes and alterations to provide required improvements and to correct service deficiencies, improve logistic support and produce life cycle cost savings
- participate in development, maintenance and planning for execution of related programs
- provide support for contracting and acquisition of components necessary for integration into shipboard training systems
- provide engineering services to ensure a quality product from the system builder / integrator.
- assist in the conduct of Design reviews during detail design and construction.
- maintain the system baseline documentation (specifications, contract drawings, and other data forming the production baseline).
- provide engineering support and assessments during new builds

(CDRL A013)

C.3.2 TRAINING SYSTEMS SUPPORT:

C.3.2.1 Installation and Removal: The Contractor shall install/remove training systems and components to include AN/USQ-T46 (V) BFTT System, AN/USQ-T47 (V) BEWT, AN/USQ-T48 (V) TSSS, Damage Control Training Management System (DCTMS), Navigation Seamanship and Shiphandling Trainer (NSST) on various classes of surface ships and shore sites. The Contractor shall participate in the conduct of ship checks for all classes of US Navy Ships and other US ships, perform testing and develop/update Ship Installation Drawing (SID) packages, in conjunction with the installations and removals. The Contractor shall provide system Introductory/Familiarization and Operator/Maintainer courses and course materials post installation. (CDRLs' A003, A004, A005, A006, A007, A008, A009, A011, A012).

C.3.2.2 Safety: The Contractor shall conduct safety reviews of proposed engineering changes, new operating and maintenance procedures and changes, ensuring that the procedures, warnings, and cautions are adequate and inherent safety is not degraded; analyze safety deficiency reports, results of failure analyses and mishap investigations; recommend corrective actions. (CDRLs' A003, A004, A005, A006, A007, A008, A009, A011, A012).

C.3.2.3 System Upgrade, Obsolescence Mitigation, and Alterations: The Contractor shall provide system upgrades and obsolescence mitigation on various classes of surface ships and shore based training systems in accordance with specifications in C.2. Obsolescence mitigation may include partial or complete removal and replacement of the systems and components or the implementation of alterations, engineering and field changes. The Contractor shall conduct ship checks and develop SID packages in conjunction with the required changes. (CDRLs A003, A004, A005, A006, A007, A008, A009, A010, A011, A012).

C.3.2.4 On-Site Ship Construction Naval Technical Representation: The Contractor shall provide representatives to cover Ship Construction, Naval (SCN) requirements for the Training Systems program. The SCN representatives shall provide technical guidance and assist with the testing in accordance with Total Ship Test Plan. The Contractor shall be responsible for installing applicable field changes. The Contractor shall provide representation at meetings and conferences as required.

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(CDRLs A005, A006, A007, A015)

C.3.2.5 Technical Documentation, Specifications and Standards: The Contractor shall maintain technical manuals, maintenance requirement cards and other technical data and implement required improvements; review and monitor specifications; standards, technical data and instructions relating to support of training systems and develop recommendations for specific improvements. The Contractor shall serve as a member of specification review boards for review and development of specifications and standards; maintain technical accuracy, configuration management and custody of engineering drawings. (CDRL A014, A019)

C.3.2.6 Maintenance/Repair Support: The Contractor shall provide technical assistance for training systems in accordance with Joint Fleet Maintenance Manual onboard ships and shore sites. Technical assistance may be in the form of telephone/e-mail response or in person, on-board a ship or shore site, to restore the system to full operational capability. Fleet In-Service Engineering support and technical assistance maybe required worldwide for ship and shore sites including test facilities to include Wallops Island, Combat Systems Engineering Development Site Moorestown, NJ, and CSCS Dahlgren; all applicable ATGs; CSCS Detachments; and Tactical Training Group (TACTRAGRU) Atlantic/Pacific. The Contractor shall draft and submit appropriate hardware/software trouble reports (HWTR/STR) as required. (CDRLs A005, A006).

C.3.3 INSTALLATION HARDWARE FABRICATION: The Contractor shall provide material and fabricate panels, cables, foundations and other required items as necessary to support training systems installations.

C.3.4 INSTALLATION LOGISTICS SUPPORT: The Contractor shall provide Integrated Logistics Support (ILS) limited to the direct support of installations as specified below. (CDRL A020)

C.3.4.1 Logistics Reports and Plans: The Contractor shall develop and submit Technical Discrepancy Reports (TDR) after review of SIDs to facilitate development of Liaison Action Record (LAR) requests to applicable planning yards to document installation deviations. The Contractor shall supply the ILSP to the port where the installation is scheduled to take place. (CDRL A016)

C.3.4.2: Sponsor Owned Material (SOM) / Government Furnished Material (GFM) Storage Facilities Maintenance: The Contractor shall provide and maintain insured and bonded storage facilities for Government property pending shipment to designated recipient. The contractor shall establish and maintain an inventory control process using government-approved computer-based application software programs for all program material and equipment. Manage actions, procedures, and techniques used to catalog, receive, store, transfer, and dispose / de-mil material.

C.3.4.3: Logistics Requirements: Develop the logistics requirements to meet manpower, personnel and training acquisition support demands through the lifecycle of training systems.

C.3.4.4: Parts Support: Procure initial and replenishment spares, parts and supplies required to perform initial outfitting and corrective maintenance on training systems.

C.3.5 HARDWARE FOR SCN SHIPS: The Contractor shall provide components for contractor installation of training systems for SCN ships and the material for these systems shall be provided based on Government Furnished Information (GFI). Material will be shipped using the most cost effective

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method.

C.3.6 IN SERVICE ENGINEERING SUPPORT: The Contractor shall provide support to the government In-Service Engineering Agent (ISEA), and provide management oversight of Alteration Installation Teams (AIT). The Contractor shall support maintenance, inspection, test, training, and repair actions associated with training systems. The Contractor shall provide liaison with Fleet and Government activities. The Contractor shall support the government to identify and schedule activities in accordance with C.2, as required, for system upgrades/modifications and new system installations. The Contractor shall participate and provide coordination support to the ISEA / PEO IWS 7C Platform Installation Manager in the planning and execution of shipboard events. The Contractor shall participate in engineering/technical meetings as required. (CDRL A012)

C.3.7 TEST & EVALUATION SUPPORT: The contractor shall provide support to test, evaluation, verification and validation events. This support shall include, test documentation preparation, test planning, requirements traceability analyses, data management and analysis plan preparation, test scenario development, support to unit level and multi-element test, test execution support, test data recording, test data analysis, other support to developmental and operational test events, acceptance tests and other formal verification and validation events. (CDRL012)

C.3.8 TRAINING MANAGEMENT: The Contractor shall provide training management support to the ISEA and the training systems Program Office. Support shall include the following:

- . Navy Training System Plan (NTSP) Development / Updates
- . Fleet Introduction Training Development
- . Schoolhouse curriculum development
 - o Provide curriculum updates to support major ECPs / Systems changes etc...
- . Tactical Training Equipment (TTE) installations / support
- . Support Fleet Manpower / Training meetings
- . Management and development of procedures for Battle Force Interoperability Management System (BFIMS) and Tactics, Techniques, Procedures (TTP)
- . Provide schoolhouse audits to ensure Knowledge Skills and Abilities are identified
- . Provide oversight & coordinating activities in support of PEO IWS7C Training Requirements
- . Coordinate with the Center for Surface Combat Systems (CSCS) to establish the Navy managed training process for all systems/elements.
- . Coordinate with CSCS to establish the Technical Training Equipment (TTE) requirements for PEO IWS 7C systems/elements, converting from Program to Navy Training pipelines.
- . Develop & coordinate the Navy Training Systems Plan (NTSP) throughout the approval process

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for all Navy Training systems in support of PEO IWS7C

- . Develop & update course curriculum for Training System Courses
- . Manage the EFR process for development and turnover of schoolhouse facilities/equipment to CSCS and other training commands.
- . maintain Training Systems Alteration Record (TSAR)

C.4 SHIPBOARD PROTOCOL: This task order will involve working onboard U.S. and foreign naval ships and vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification; personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a government representative, the Contractor is responsible for briefing the ship/command upon arrival; and the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

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

- All personnel working shipboard shall possess at least a SECRET security clearance.
- All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to understand and ensure that all employees and subcontractors follow proper rules, regulations, actions, policy, and procedures such as.
 - Alarms – actual or drill
 - Safety – hardhats, tagouts, safety shoes, goggles, etc. as applicable.
 - HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.
 - The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.
 - The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed and the operational condition of affected equipment.

C.5 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

a. The department of Defense Contract Security Classification Specification (DD Form 254), attached hereto, itemizes the security classification requirements for this task order. The work to be performed under this order requires access to, and the handling of, classified information up to and including the SECRET security level. The Contractor shall obtain facility and personnel clearances required by the Department of Industrial Security Program prior to starting work under this order.

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b. All personnel performing tasks under this order shall possess, at a minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work on board U.S. Navy ships or at NSWCDN.

(1) Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency).

(a) When a contractual relationship exists between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of the activity being visited.

(b) When a contractual relationship does not exist between the Contractor and the site being visited, original requests shall be delivered to the Security Officer of NSWCDN via the Task Order manager (TOM). The original copy of the request will be forwarded to the activity being visited by the NSWCDN Security Officer.

(2) Visit requests for subcontractors shall be submitted to the prime contractor's Facility Security Officer (FSO) for certification of need-to-know, when applicable.

(3) Requirements for possession of a security clearance higher than SECRET shall be brought to the attention of the Contracting Officer for possible task order modification.

C.6 REPORTS: The Contractor shall deliver progress reports and other data items as described in Exhibit "A".

C.6.1 Final Report: A final report, in accordance with CDRL Item Number A017 shall be delivered at the completion of each task order and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

C.6.2 Interim Progress Report (Technical): Interim technical progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A002, attached.

C.6.3 Interim Progress Report (Financial): Interim financial progress reports shall be delivered periodically during the performance of this order in accordance with CDRL Item Number A001, attached.

C.6.3.1 Graphs This report includes, per the CDRL and referenced DID, graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and labor-hours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and labor-hours) will be depicted as a curve and not a straight line.

C.6.3.2 Deviation Plan If the curve depicting the actual expenditure (dollars and labor-hours) deviates from the planned burn rate by more than $\pm 5\%$, at the end of the reporting period, the Contractor shall include a Deviation Plan in the report describing the process to be used to get back on track. The Contractor shall not implement the Deviation Plan prior to approval by the PCO.

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C.6.3.3 Invoice Status A table shall be included in the financial report tabulating invoices against this order showing invoice numbers, date of invoices, dollar amount of invoices, date submitted, and date paid.

C.6.4 Conference Reports: The Contractor may, in accordance with SOW paragraph C.3.1.1, above, be required to attend meetings, conferences, and working groups in support of these efforts. Conference reports shall be delivered for all meetings, conferences, and working groups attended while performing this order having four or more persons in attendance or for those in which action responsibilities and/or milestones were assigned, regardless of the number of persons in attendance. Conference reports shall be delivered in accordance with CDRL Item Number A015, attached.

C.6.5 Government-Owned Property Reports: Government-owned property in the custody of the Contractor shall be reported annually. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator. This includes items loaned by the Government as well as that which is Contractor-Acquired. The Contractor shall deliver this report in accordance with CDRL Item Number A018, attached.

a. Each item of government-owned property procured by the Contractor under the contract shall be allocated to only one order. Government-owned property utilized by multiple orders shall be allocated to that which paid for it, provided it, or gets the most benefit (in that order of precedence).

b. All items in the report shall be sorted by order number (if applicable), government bar code, government plant account number, and government minor property number. This report may be combined with the same report for other orders in effect under the contract with the following stipulation: Sort first by order number.

C.7 PLACES OF PERFORMANCE: Efforts under this order shall be performed at contractor facilities, various US Naval facilities, various foreign navy facilities, and NSWCDN facilities. Occasional, short-term temporary duty will be required.

C.8 TRAVEL REQUIREMENTS: All OCONUS travel under this order must be requested of, and authorized by, the TA (information copy to the TOM), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order. Local mileage is not payable for trips between the Contractor's facility and NSWCDN. (CDRL A015)

C.9 TRANSPORTATION OF EQUIPMENT/MATERIAL: The shipment of both Government and Contractor furnished items are required for the performance of this order. Typical items include any or all of the below:

- a. documentation
- b. test equipment
- c. tools

C.9.1 Packing and packaging shall be as specified in the contract. Shipments weighing less than 25

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pounds shall be shipped by any expedient method including overnight air express; shipments weighing 25 pounds and greater shall be shipped surface freight. Written requests (including electronic mail) for exception will be approved by the TOM on a case basis. Classified items shall be protected in accordance with the Industrial Security Manual.

C.9.2 All government property being received for custody by the Contractor and all government property being transferred from Contractor custody shall be documented on a DD Form 1149. Should property being received for custody not be accompanied by a DD Form 1149, the Contractor shall prepare one, obtain the necessary signatures (if possible, or annotate the circumstances), and process copies in the usual manner.

C.10 TERMINATION OF EMPLOYEES WITH NSWCDN BASE ACCESS: The Contractor shall ensure that all employees who have a NSWCDN badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The Contractor shall advise NSWCDN Physical Security of all changes in their personnel requiring NSWCDN base access.

C.10.1 For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDN Physical Security in advance of the date, time, and location where the NSWCDN representative may physically remove the employee's vehicle sticker and retrieve the NSWCDN badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDN Physical Security of the separation and make arrangements between the former employee and NSWCDN Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel (s) required, and be permitted, within the plant and on the vessel(s) to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2004)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate

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baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.

(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) – An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the Non-Engineering Change Proposal (NECP) is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Deviation (RFD) or Request for Waiver (RFW), as applicable. DI-CMAN-80640C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

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(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-CMAN-80639C approved 30 Sep 2000 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

HQ C-2-0016 DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND

HEALTH STANDARDS FOR SHIP REPAIR (NAVSEA)

(SEP 1990)

Attention of the Contractor is directed to the Occupational Safety and Health Act of 1970 (29 USC 651-678), and to the Safety and Health Regulations for Ship Repairing (29 CFR 1915), promulgated under Public Law 85-742, amending Section 41 of the Longshoremen's and Harbor Workers'

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Compensation Act (33 USC 941), and adopted by the Department of Labor as occupational safety or health standards under Section 6(a) of the Occupational Safety and Health Act of 1970 (See 29 CFR 1910.13). These regulations apply to all ship repair and related work, as defined in the regulations performed under this contract on the navigable waters of the United States including any dry dock and marine railway. Nothing contained in this contract shall be construed as relieving the Contractor from any obligations which it may have for compliance with the aforesaid regulations.

HQ C-2-0018 DISPOSAL OF SCRAP (NAVSEA) (JAN 2008)

(a) All Government scrap resulting from accomplishment of any job order is the property of the Contractor to be disposed as it sees fit. Scrap is defined as property that has no reasonable prospect of being sold except for the recovery value of its basic material content. The determination as to which materials are scrap and which materials are salvage, will be made, or concurred in, by the duly appointed Property Administrator for the cognizant SUPSHIP or RMC Office.

(b) As consideration for retaining the Government's scrap, the Contractor's price for the performance of the work required herein shall be a net price reflecting the value of the Government scrap.

(c) This requirement is not intended to conflict in any way with the clauses of this contract entitled "PERFORMANCE" (DFARS 252.217-7010) or "GOVERNMENT PROPERTY (FIXED PRICE-CONTRACTS)" (FAR 52.245-2) under the Master Contract in effect at the time of job order award, nor does it relieve the Contractor of any other requirement under such clauses.

HQ C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (MAY 1998)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

HQ C-2-0052 STANDARDIZATION (NAVSEA) (JAN 2008)

The Contractor shall develop and implement a standardization process, reducing range and increasing depth of like equipments, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common within the ship, (2) common for application within the CVN/CG/DDG/LHD/LHA/LPD/LSD Class and (3) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools in implementing the standardization program across shipbuilders.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)

(AUG 1994)

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If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

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

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract and task order number.

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at Destination (NSWC Dam Neck, Virginia Beach, VA) by the Task Order Manager (TOM) designated herein.

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

SEE ATTACHMENT J.3

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

CLINs 4000/6000 Base Period July 15, 2009 - July 14, 2010

CLINs 4100/6100 Option 1 July 15, 2010 - July 14, 2011

CLINs 4200/6200 Option 2 July 15, 2011 - July 14, 2012

CLINs 4300/6300 Option 3 July 15, 2012 - July 14, 2013

CLINs 4400/6400 Option 4 July 15, 2013 - July 14, 2014

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

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this order is made in accordance with the accounting classification reference numbers (ACRNs and SLINs) shown on each individual invoice.

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

CONTRACTING OFFICER

Name: Linda R. Coleman
Address: Naval Surface Warfare Center Dahlgren
XDS11 Contract Branch
Attn: Linda Coleman Bldg 183 RM 139
17632 Dahlgren Rd Suite 157
Dahlgren VA 22448-5110
Phone: 540-653-8391
E-mail: Linda.R.Coleman@navy.mil

CONTRACT SPECIALIST

Name: Linda Wilkes
Address: Naval Surface Warfare Center Dahlgren
XDS11 Contract Branch
Attn: Linda Wilkes Bldg 183 RM 102
17632 Dahlgren Rd Suite 157
Dahlgren VA 22448-5110
Phone: 540-653-7081
E-mail: Linda.Wilkes@navy.mil

TASK ORDER MANAGER (TOM)

Name: Glen Sickler
Address: Naval Surface Warfare Center Dam Neck

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1922 Regulus Avenue
Virginia Beach, VA 23461-2097
Phone: 757-492-7227
E-mail: Glenden.Sickler@navy.mil

ALTERNATE TASK ORDER MANAGER (A-TOM)

Name: Randall Tucker
Address: Naval Surface Warfare Center Dam Neck
1922 Regulus Avenue
Virginia Beach, VA 23461-2097
Phone: 757-492-8323
E-mail: Randall.Tucker@navy.mil

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause below, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors were included in SPEC's proposal and are approved by this action:

- Lockheed Martin
- Novonics Corporation
- Gryphon Technologies
- Tri Star Engineering Inc.
- Northrop Grumman

Dd1-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide the labor hours for the task order period as shown below.

	<u>REGULAR HOURS</u>	<u>UNCOMPENSATED/TTA HOURS</u>	<u>TOTAL HOURS</u>
BASE PERIOD	11,251	0	11,251

This quantity of labor hours is the "Required LOE" as used in the "Level of Effort" clause of this task order. It is also considered as the "work contemplated" as referenced in FAR 52.232-22, Limitation of Funds for incrementally funded periods. The following table details funding to date:

	Ceiling	<u>PREVIOUS TOTAL CPFF</u>	<u>FUNDS THIS ACTION</u>	<u>REVISED FUNDING</u>	<u>BALANCE UNFUNDED</u>
4000	\$11,525,908	\$0	\$660,000	\$660,000	\$10,865,908
6000	\$ 935,652	\$0	\$ 40,000	\$ 40,000	\$ 895,652

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SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ESTIMATED ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
BASE PERIOD			
CLIN 4000	\$616,074	\$43,926	7/15/09 - 8/5/09
CLIN 6000	\$ 40,000	\$ 0	7/15/09 - 8/30/09

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be the total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. ST is straight time and OT is anticipated over time.

	<u>TOTAL MANHOURS</u>	<u>COMPENSATED</u>	<u>UNCOMPENSATED</u>
BASE PERIOD	<u>196,482</u>	<u>196,482</u>	<u>0</u>
OPTION 1	<u>256,585</u>	<u>256,585</u>	<u>0</u>
OPTION 2	<u>256,585</u>	<u>256,585</u>	<u>0</u>
OPTION 3	<u>196,482</u>	<u>196,482</u>	<u>0</u>
OPTION 4	<u>196,482</u>	<u>196,482</u>	<u>0</u>

b) Listed above are all the billable man-hours associated with this order.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the uncompensated column above, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this order.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this

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order and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (unless telecommuting is specifically addressed in the contractor's/subcontractor's personnel policy and presented in the proposal), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this order shall be expended at an average rate of approximately 3,779 hours per week for the base year and Options 3 and 4. The level of effort for this order shall be expended at an average rate of approximately 4,935 hours per week for Options 1 and 2. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this order and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by task order modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this order entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this order.

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(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this order. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the task order for the period. Within 45 days after completion of the work under the order, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this order may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001 of the Basic Contract.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 7.13% percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee (s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT)" above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

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

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

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

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

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to the relocation.

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

(i) travel at U.S. Military Installations where Government transportation is available.

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

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(a) Travel costs

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

(b) Training

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

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

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

(d) The requirement for maintaining the required facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the Contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought to such facility in performance under this contract. Payment for labor hours will be made only for such hours and materials actually expended in performance under this contract.

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

INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense

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(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 Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(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:

Type of Document (contracting officer check all that apply)

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

DODAAC Codes and Inspection and Acceptance Locations (to be completed at time of award)

Issue DODAAC	N00178
Admin DODAAC	S3915A
Pay Office DODAAC	HQ0337
Inspector DODAAC	N00178
Service Acceptor DODAAC	N00178
Service Approver DODAAC	N00178
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA47B
LPO DODAAC	N/A
Inspection Location	See Section E
Acceptance Location	See Section E

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) 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

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additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

Contract Specialist: Linda.Wilkes@navy.mil
Task Order Manager: Glenden.Sickler@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

54.216-8 Fixed Fee (Mar 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

DdI-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at 7.13% of allowable cost. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

(d) Performance will be evaluated IAW QASP in Section E. The contractor will be evaluated at 12 months which will allow to make improvements if necessary. Fee Evaluation will be upon completion at which time fee adjustments will be applied. A 25% fee reduction will be applied if the CPAR rating is Yellow (Marginal) and No Fee will be given if a Red (Unsatisfactory) rating is received.

DdI-G12 KICK-OFF MEETING

(a) A Kick-Off Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at NSWC Dam Neck.

(b) The contractor will be given at least five working days notice prior to

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the date of the conference by the Contracting Officer.

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

Accounting Data

SLINID	PR Number	Amount
400001	91546485	460000.00
LLA :		
AA 1791810 A2MB 253 SASWS 0 068342 2D 000000 MB0400000000		
Standard Number: N0002409WX30643 ACRN AA		
Funding for TI 1 Task #1		
400002	91546521	200000.00
LLA :		
AB 1751811 1224 253 3VWMW 0 068342 2D 000000 55688900103A		
Standard Number: N0002409WX20825 ACRN AA		
Funding for TI 1 Task #1		
600001	91546485	40000.00
LLA :		
AA 1791810 A2MB 253 SASWS 0 068342 2D 000000 MB0400000000		
Standard Number: N0002409WX30643 ACRN AA		
Funding for TI 1 Task #1		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

The following requirements are mandatory and must be met prior to award of a contract as well as maintained throughout the period of performance:

1. Contractor's Facility Requirement - The Contractor is required to have a local facility within one hour drive time of NSWCDN, Virginia Beach, VA.

2. The Contractor's facility must be cleared at the SECRET level for both processing and storage.

3. Personnel Security Requirements - All personnel performing under this task order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET. An interim SECRET clearance is acceptable at time of award.

4. Personnel - Upon award the Offeror must have at least the following personnel in the labor categories listed below cleared at the Secret level to accommodate instant requirements that cannot have a break in support.

Labor Category	Minimum People Required
KEY	
Program/Project Engineer (Senior)	2
Systems Engineers (Senior)	2
Computer Systems Engineer (Intermediate)	1
Acquisition Systems Analyst/Engineer (Senior)	2
Training Specialist (Senior)	1
Non Key	
Systems Engineer (Intermediate)	5
Engineering Technician V(Lead)	4
Engineering Technician IV (Senior)	10
Engineering Technician III (Intermediate)	15
Training Specialist (intermediate)	3
Integrated Logistics Support Specialist	1

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KEY PERSONNEL - DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

Professional Development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offeror's ability to perform the contract. The years of experience are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

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

Eight full-time equivalents are considered Key Personnel. This core group of experts must be maintained throughout the period of performance of this Order. All Key Personnel must be approved in writing by the Contracting Officer as detailed herein.

THE INDIVIDUAL PROPOSED TO BE THE PROGRAM MANAGER SHALL BE CLEARLY IDENTIFIED. The individual assigned to be the Program Manager shall have experience in managing a contract or task order similar in size, scope and complexity as this one.

PROGRAM/PROJECT ENGINEER

Thirteen years of full-time professional experience in Systems Engineering. It is desired that two of these years have been full-time experience at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, producibility studies / analyses, test and evaluation, post delivery support.

SYSTEMS ENGINEER (Senior)

Ten years of full-time professional experience in systems engineering. It is desired that two of these years have been full-time experience at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment,

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producibility studies/analyses, performance analyses, test and evaluation, post delivery support.

COMPUTER SYSTEMS ENGINEER (Intermediate)

Six years of full-time professional experience working as a Computer Systems Engineer. It is desired that one year has been in support of a major shipboard system.

ACQUISITION SYSTEMS ANALYST/ENGINEER (Senior)

Six years of full-time experience in the acquisition of major DoD equipment and systems. Must have extensive knowledge of acquisition directives, capable of performing independent research and development of CM/ILS documents, procedures and acquisition plans.

TRAINING SPECIALIST (Senior)

Six years of full-time experience in developing Navy training and training equipment programs, plans, curriculum, documentation, and materials for complex electronic systems and equipment. This experience shall include analyzing program specifications and developing program manpower, personnel, and training requirements using standard DoD and / or Navy algorithms and processes.

NON-KEY PERSONNEL MINIMUM QUALIFICATIONS

SYSTEMS ENGINEER (Intermediate)

Seven years of full-time professional experience working in systems engineering. Two of these years must have been full-time experience in at least one major shipboard, non-propulsion electronic subsystem at the system level in any of the following areas: requirements definition, system design parameters, concepts operation, risk assessment, producibility studies / analyses, performance analyses, test and evaluation, post delivery support.

ENGINEERING TECHNICIAN V (Lead)

Ten years of full-time professional experience working as an

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Engineering Technician in providing technical support related to the design, development, production, installation, removal or testing of shipboard systems. This must include eight years full-time hands-on experience in installation, troubleshooting, repairing, and / or testing of any one major shipboard system / equipment. The requirement for full time experience precludes concurrent experience on more than one system / equipment unless they are all equivalent in complexity and maintenance philosophy.

ENGINEERING TECHNICIAN IV (Senior)

Ten years of full-time professional experience working as an Engineering Technician in providing technical support related to the design, development, production, installation, removal or testing of shipboard systems. This must include six years full-time hands-on experience in installation, troubleshooting, repairing, and / or testing of any one major shipboard system / equipment. The requirement for full time experience precludes concurrent experience on more than one system / equipment unless they are all equivalent in complexity and maintenance philosophy.

ENGINEERING TECHNICIAN III (Intermediate)

Six years of full-time professional experience working as an Engineering Technician in providing technical support related to the design, development, production, installation, removal or testing of shipboard systems. This must include three years of full-time hands-on experience in installation, troubleshooting, repairing, and / or testing of any one major shipboard system / equipment. The requirement for full time experience precludes concurrent experience on more than one system / equipment unless they are all equivalent in complexity and maintenance philosophy.

DRAFTER III /CAD OPERATOR III (Intermediate)

Six years of full-time professional experience working as a Drafter/Auto CAD operator. It is desired that four of the six years be full-time experience drafting engineering drawings of an electrical, electronic, electro-mechanical, and/or mechanical nature.

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INTEGRATED LOGISTICS SUPPORT SPECIALIST (Intermediate)

Seven years of full-time professional experience in Navy Integrated Logistics Support and System Life Cycle Support areas of the DoD / Navy Integrated Logistics Support System with knowledge of DoD / Navy ILS systems, directives, policies, and standards. It is desired that two of these years be full-time specialized experience in logistics engineering development including experience in the development, fleet introduction, installation, test, operation, and life cycle support of a major shipboard system. This specialized experience shall include each of the following Navy ILS components in support of a major shipboard system (1) Maintenance Planning; (2) Manpower, Personnel, & Training; (3) Supply Support; (4) Test Equipment Support; (5) Technical Logistical Data; (6) Packaging, Handling, Storage, & Transportation; and (7) Design & Installation.

TECHNICAL INFORMATION & PUBLICATIONS WRITER/EDITOR (Intermediate)

Six years of full-time professional experience in the documentation of operational / maintenance / installation data using standard military practices.

TRAINING SPECIALIST (Intermediate)

Four years of full-time experience in developing Navy training and training equipment programs, plans, curriculum, documentation, and materials for complex electronic systems and equipment. This experience shall include analyzing program specifications and developing program manpower, personnel, and training requirements using standard DoD and / or Navy algorithms and processes.

CONFIGURATION MANAGMENT SPECIALIST (Intermediate)

Nine years of full-time professional experience working in Configuration Management including four years of full-time experience in Configuration Management of modern, large-scale military electronics systems. Modern, large-scale military electronics systems are defined as a system that has been in use during the past ten years.

Ddl-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or 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;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(e) The Contracting Officer shall evaluate requests for

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changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL - POST AWARD ADMINISTRATION

(a) Resumes for growth in a Key category will not be accepted unless the originally-proposed Key Personnel is/are working on the Task Order to the extent proposed.

(b) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual 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 calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this 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.

SAVINGS INITIATIVES

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

Annual Labor Escalation:

L-3 Services 3.99%
Tri Star Engineering and Lockheed Martin not more than 3.99%

Novonics Corporation, Gryphon Technologies, and Northrop Grumman:

Option 1 1.53%
Option 2 1.96%
Option 3 2.50%
Option 4 3.07%

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Maximum Pass-Thru Rate: 8.0%.

Fixed Fee:

L-3 Services	7.13%
Lockheed Martin	7.00%
Novonics Corporation	7.00%
Gryphon Technologies	7.00%
Tri Star Engineering Inc.	7.00%
Northrop Grumman	7.00%

Subcontractors allowed to bill Management Support:

Lockheed Martin has been approved for a total of 5,545 Management Support hours during the five year period of the task order.

Northrop Grumman has been approved for a total of 750 Management Support hours during the five year period of the task order.

5252.217-9121 INDEMNIFICATION FOR ACCESS TO VESSEL (MAY 1989)

Notwithstanding any provision in the "ACCESS TO VESSEL" clause (DFARS 252.217-7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

5252.223-9114 MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE

(NOV 1996)

(a) GENERAL

(1) The Contractor shall comply with the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 10 U.S.C. 7311 and all other applicable Federal, State and local laws, codes, ordinances and regulations for the management and disposal of hazardous waste.

(2) Nothing contained in this special contract

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requirement shall relieve the Contractor from complying with applicable Federal, State, and local Laws, codes, ordinances, and regulations, including obtaining licenses and permits, giving notices and submitting reports, in connection with hazardous waste management and disposal in the performance of this contract. Nothing contained herein shall serve to alter either party's liability or responsibility under CERCLA.

(3) Materials contained in ship systems are not waste until after removal from the system.

(b) IDENTIFICATION OF HAZARDOUS WASTES - The items listed below identifies the types of hazardous wastes that were required to be removed by the contractor, or that are expected to be generated, during the performance of work under this contract.

Wastes - paint removal, paint brushes, trays, rags and tape w/residuel paint, discarded welding rods, adhesives or contack cement, fuel for use in a generator, cutting fluids and air tool oil, removed cables containing PVC and ventilation gasket material.

(c) GENERATOR IDENTIFICATION NUMBERS

(1) Documentation related to hazardous waste generated solely by the physical actions of ship's force or Navy employees on board the vessel shall only bear a generator identification number issued to the Navy pursuant to applicable law.

(2) Documentation related to hazardous waste generated solely by the physical actions of Contractor personnel shall only bear a generator identification number issued to the Contractor pursuant to applicable law. Regardless of the presence of other materials in or on the shipboard systems or structures which may have qualified a waste stream as hazardous, where the Contractor performs work on a system or structure using materials (whether or not the use of such materials was specified by the Navy) which by themselves would cause the waste from such work to be a hazardous waste, documentation related to such waste shall only bear a generator identification number issued to the Contractor.

(3) Documentation related to hazardous waste generated by the combined physical actions of Navy and Contractor personnel shall bear a generator identification number issued to the Contractor pursuant to applicable law and shall also cite in the remarks block a generator identification number issued to the Navy pursuant to

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applicable law.

(4) Notwithstanding paragraphs (c)(1) - (c)(3) above, hazardous wastes are considered to be co-generated in cases where: (a) the Contractor merely drains a system and such drainage creates hazardous waste or (b) the Contractor performs work on a system or structure using materials which by themselves would not cause the waste from such work to be hazardous waste but such work nonetheless creates a hazardous waste. Documentation related to such co-generated waste shall bear a generator identification number in accordance with the provisions of paragraph (c)(3) above.

(5) In the event of a failure by the parties to agree to the assignment of a generator identification number to any hazardous waste as set forth in paragraphs (c)(1) through (c)(4) above, the Government may direct which party or parties shall provide generator identification numbers for the waste and such number(s) shall be used on all required documentation. Any disagreement with this direction shall be a dispute within the meaning of clause of this contract entitled "DISPUTES" (FAR 52.233-1). However, the Contractor shall not stop any work but shall continue with performance of all work under this contract as specified in the "DISPUTES" clause.

(6) Hazardous Waste Manifests - For wastes described in (c)(2), (c)(3), and (c)(4) above (and (c)(5) as applicable), the Contractor shall sign the generator certification on the Uniform Hazardous Waste Manifest whenever use of the Manifest is required for disposal. The Contractor shall obtain ISEA Installation Manager concurrence with the categorization of wastes under paragraphs (c)(3) and (c)(4) above before completion of the manifest. Manifests prepared pursuant to paragraph (c)(1) above shall be presented to the ISEA Installation Manager for completion after the hazardous waste has been identified.

(7) For purposes of paragraphs (c)(2) and (3) herein, if the Contractor, while performing work at a Government facility, cannot obtain a separate generator identification number from the State in which the availability will be performed, the Contractor shall notify ISEA Installation Manager within 3 business days of receipt of written notification by the State. After obtaining ISEA Installation Manager approval, the Contractor shall use the Navy site generator identification number and insert in the remarks block the contractor generator identification number issued for the site where his main facilities are located. For purposes of paragraph (c)(1) herein, if the work is being performed at a contractor facility and the Government cannot

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obtain a separate generator identification number for the State, the Government shall use the Contractor site generator identification number and shall cite in the remarks block a Navy generator identification number. In both instances described above, the Contractor shall prepare the Uniform Hazardous Waste Manifest described in paragraph (c)(6) above and present it to ISEA Installation Manager for completion.

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SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the IDIQ contract.

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee MAR 1997

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

52.228-3 -- Workers Compensation Insurance (Defense Base Act) (Apr 1984)

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

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION WITH OFFER (DEC 2006)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA - SUBMISSION AFTER AWARD (MAY 2007)

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

52.222-2 -- Payment for Overtime Premiums. (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$764,452 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

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(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

LIMITATION OF COST AND LIMITATION OF FUNDS REPORTING

52.232-20 and 52.232-22 are included by reference in Section I of the basic contract. The 60-day period referenced in subparagraphs (b)(1) and (c) of these clauses, respectively, is hereby changed to "30 days".

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section F, provided that the Government gives

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the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 year.

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and

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Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing subcontracts added during task order performance.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

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(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any

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subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Lockheed Martin
Novonics Corporation
Gryphon Technologies
Tri Star Engineering Inc.
Northrop Grumman

Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hour performed will be counted against the requirements of the Level of Effort clause in Section G of the Task Order.

(1) A copy of the proposed subcontractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed

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subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

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

(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded

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under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the
Government's Use, Release, or Disclosure of Technical Data or
Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions* ***
With Restrictions*			
None			

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer

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software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

***Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date 24-Mar-2009
Printed Name and Title Tracy Scarboro
Sr. Contract Administrator
Signature In proposal document

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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SECTION J LIST OF ATTACHMENTS

J.1 Department of Defense Contract Security Classification Specification Form (DD254)

J.2 Contract Data Requirements List (CDRLs)

J.3 Quality Assurance Surveillance Plan (QASP)

J.4 Task Order Manager Appointment Letter

J.5 Assistant Task Order Manager Appointment Letter

J.6 Technical Instruction 1