

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4143	2. DELIVERY ORDER NO. FC0108	3. EFFECTIVE DATE ORIG 11/08/2005 MOD 02/22/2008	4. PURCHASE REQUEST NO. N00164-08-MR-64376
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5. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 jordan.schnarr@navy.mil 812-854-8765	CODE N00164	6. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A
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7. CONTRACTOR L-3 Communications Titan Corporation 13000 Route 73, Ste 400 Marlton NJ 08053-3408	CODE 1NPU4	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266	CODE HQ0337
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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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 Communications Titan Corporation	Patricia G. O'Hagan Manager, Business Op		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Richard L. McGarvey	02/22/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$9,378,908.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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**GENERAL INFORMATION**

The purpose of this modification is to (1) add incremental funding and (2) modify Task Order Manager information. Accordingly, said Task Order is modified as follows:

The total potential amount of this Task Order remains \$16,620,784.

**1.) INCREMENTAL FUNDING**

The total amount currently available for payment is hereby increased by \$325,000 from \$2,303,050 to \$2,628,050. Informational SLIN, as shown below, is added to provide incremental funding for labor only.

SLIN	ACRN	REQUISITION #	AMOUNT
150001	A6	8046-7582	\$325,000

**2.) TOM INFORMATION**

Task Order Manager information in Section G is changed to read as follows:

Douglas R. Ranard  
 Bldg. 2035 Code JXSN  
 300 Highway 361  
 Crane IN 47522-5001  
 Phone: 812-854-6734  
 E-mail: douglas.ranard@navy.mil

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$325000.00 from \$2303050.00 to \$2628050.00.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000	Engineering, Technical, and Programmatic Support Services. POP: 11/8/05 - 11/7/06 (RDT&E)	1.0 Lot	\$1,772,675.00	\$137,382.00	\$1,910,057.00
100001	Incremental funding for CLIN 1000. Requisition #51183402				
100002	Incremental funding for CLIN 1000. Requisition #60687883				
100003	Incremental funding for CLIN 1000. Requisition #61785983				
1250	Engineering, Technical, and Programmatic Support Services. (RDT&E)	1.0 Lot	\$2,027,663.00	\$157,144.00	\$2,184,807.00
125001	Incremental funding in the amount of \$664,050 for CLIN 1250 labor. ACRN A4				
125002	Incremental funding in the amount of \$72,000 for CLIN 1250 labor. ACRN A5				
1500	Engineering, Technical, and Programmatic Support Services. (TBD)	1.0 Lot	\$2,235,197.00	\$173,228.00	\$2,408,425.00
150001	Incremental funding in the amount of \$325,000 for CLIN 1500 labor. ACRN				

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A6

1750	Engineering, Technical, and Programmatic Support Services (TBD) Option	1.0 Lot	\$2,328,379.00	\$180,450.00	\$2,508,829.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODC Cost Only in support of CLIN 1000 only. (OTHER)		1.0 Lot	\$927,782.00
300001	Incremental funding for CLIN 3000. Requisition #60687898			
300002	Incremental funding for CLIN 3000. Requisition #61785987			
3250	ODC Cost Only in support of CLIN 1250 only. (TBD)		1.0 Lot	\$958,146.00
3500	ODC Cost Only in support of CLIN 1500 (TBD)		1.0 Lot	\$989,691.00
3750	ODC Cost Only in support of CLIN 1750 (TBD) Option		1.0 Lot	\$1,022,411.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Engineering, Technical, and Programmatic Support Services. (TBD) Option		1.0 Lot	\$2,460,425.00	\$190,683.00	\$2,651,108.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODC Cost Only in		1.0 Lot	\$1,059,528.00

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Support of CLIN  
4000 (TBD)  
Option

1) Task order type will be cost reimbursement plus fixed fee.

(2) In addition to the base ordering period, the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods as prescribed in the award term clause and award term plan.

(LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE – (5310) 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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) - (5314)

(a) For purposes of this contract, "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 type contracts for level of effort type contracts.

(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 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.

(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 "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000) – (5315)

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(a)(2) In accordance with Class Deviation 2000-00005, DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective on 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

(b) Reimbursable travel costs include 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 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.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Land Warfare and Munitions Administered Programs Systems Engineering and Program Management Support

#### STATEMENT OF WORK

##### 1. Introduction

The Department of Defense (DoD) is coordinating the research and development of ground robotic systems, physical security equipment, unexploded ordnance detection/clearance, and non-lethal technologies to meet the requirements of accomplishing military missions. To this end, the Office of the Under Secretary of Defense (OUSD), as the DoD coordinator, is requesting Systems Engineering Support and Program Management Support, as described below, related to the Joint Robotics Program (JRP), Physical Security Equipment (PSE), Joint Unexploded Ordnance (JUXOCO), and Joint Non-Lethal Weapons (JNLW) programs.

##### 1.1 Systems Engineering Support

The contractor shall provide personnel with expertise as described below in both development and coordination of concepts and requirements, and application of current and emerging technologies as they apply to DoD's JRP, PSE, JUXOCO, and JNLW programs. The contractor shall provide personnel with technical expertise in computing architectures, communication protocols, software programming, hardware interfaces, nuclear weapons security, and modeling and simulation. The contractor shall provide programmatic assistance and support to the government during the execution of Land Warfare and Munitions coordinated programs from system concept definition through technology transfer activities.

##### 1.1.1 Joint Architecture for Unmanned Systems (JAUS)

The contractor shall support the development of JAUS. Knowledge of computing architectures, communication's protocols and hardware interfaces will be a requisite as well as knowledge of unmanned ground vehicle operations to perform this task. Support shall include the following functions:

- a. Represent the Government for the JAUS Working Group.
- b. Support development and maintenance of the JAUS Strategic Plan.
- c. Plan, schedule and coordinate meetings of the JAUS Working Group.
- d. Prepare and distribute minutes of JAUS Working Group meetings.
- e. Track action items from JAUS Working Group meetings.
- f. Serve as the Government representative to the JRP Coordinator in JAUS related matters.
- g. Provide recommendations to the JRP Coordinator regarding the proper scope and direction of the Architecture.
- h. Ensure appropriate JAUS documentation is posted on the JRP Website.

##### 1.1.2 Modeling and Simulation Support

The contractor shall monitor activities and development efforts ongoing within the DoD and commercial modeling, simulation and test community, and identify complementary programs that will enhance the effectiveness of the National Unmanned Systems Experimentation Environment (NUSE2). They shall subsequently prepare strategies that will allow the seamless integration of these programs into NUSE2.

The contractor shall prepare and deliver the annual modeling and simulation input for the JRP Master Plan. The input should address as a minimum the activities completed during the previous fiscal year, detailed plans for the current fiscal year plus two, and it's recommendations for the strategic vision for NUSE2.

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### 1.1.3 Joint Robotics, Physical Security Equipment Programs Annual Master Plans and Unmanned Aerial Vehicle (UAV) Roadmap

The contractor shall support preparation of annual Joint Robotics and Physical Security Equipment Program Master Plans which will be distributed to key Congressional and DoD offices. The contractor will:

- a. Design the document
- b. Coordinate with inputting agencies
- c. Synthesize the data received
- d. Prepare drafts, coordinate review comments, and prepare more mature drafts
- e. Publish a final document
- f. Develop and insure appropriate distribution of the final document to the necessary offices/organizations

The contractor shall prepare input to the UAV Roadmap regarding JRP programs that share common architecture initiatives and are pursuing collaborative operations.

### 1.1.4 Program Documentation and Schedules

The contractor shall prepare documents for use by the Deputy Director, Land Warfare and Munitions, the JRP Coordinator, the Chairman of the Physical Security Equipment Action Group (PSEAG) and the JUXOCO Coordinator. Documents will include program information papers and briefings for upper management as well as the Services. The contractor shall prepare analyses of program schedules, to include design, integration, testing and milestones. The contractor shall maintain program information files including program plans, schedules, and progress/evaluation reports. Files will be maintained as readily accessible through electronic media using tools such as MS Office, MS Project and PowerPoint.

### 1.1.5 Oversight Support

The contractor shall support OUSD's oversight role of the PSE and JUXOCO programs. Additionally, the contractor shall support OUSD's oversight mission in the JNLW program to include payloads under development for unmanned systems and physical security requirements. The contractor shall prepare announcements of meetings, agendas for the meetings, and minutes of previous meetings. Purpose of meetings is to resolve identification and tracking issues, action item identification and tracking, briefing preparation, and drafting of any required documentation or instructions.

### 1.1.6 Integrated Product Teams/Workshops/Boards

The contractor shall participate as members of IPTs/Workshops/Boards, as well as develop agendas and announcements, coordinate facilities, and maintain meeting records for the IPTs/Workshops/Boards. The contractor shall prepare and distribute minutes of meetings.

### 1.1.7 Meeting Support

The contractor shall prepare graphical materials, agendas, minutes, action item tracking, and provide facilitation both for internal and external meetings and briefings, such as the JRP Working Group, JRP Managers' meeting, Strategic Planning off-sites, Program Reviews, PSEAG, JAUS Working Group, Joint Unexploded Ordnance, and Homeland Security meetings. Additionally, the contractor shall assist the JRP Coordinator at selected meetings such as Science Boards and Committees, UAV technical meetings, and other symposia and conferences by maintaining program information files associated with these meetings and briefings in electronic format

## 1.2 Program Management Support

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### 1.2.1 Management Processes

The contractor shall perform the following management processes to support the OUSD as below:

- a. Financial management, to include financial analysis, geographical distribution and funding control documentation
- b. Congressional tracking, to include analysis of committee marks
- c. Coordination and staffing of program documentation with appropriate staffs
- d. Analysis and drafting of the semi-annual budget exhibits
- e. Preparation of required monthly reports and messages
- f. Drafting minutes of managers' and other meetings
- g. Research, analysis and reporting of program obligation rates
- h. Preparation of analytic white papers on program issues
- i. Preparation of graphical materials to aid understanding of program issues
- j. Maintenance of historical files of program documentation
- k. Preparation of Memoranda of Agreement
- l. Preparation of Charters

### 1.2.2 Program Documentation and Schedules

The contractor shall prepare documents for use by the Deputy Director, Land Warfare and Munitions, the JRP Coordinator, the Chairman of the PSEAG and the JUXOCO Coordinator. Documents will include program information papers and briefings for upper management as well as the Services. The contractor shall prepare analyses of program schedules, to include design, integration, testing and milestones. The contractor shall maintain program information files including program plans, schedules, and progress/evaluation reports. Files will be maintained as readily accessible through electronic media as required per Technical Direction Letter (TDL).

### 1.2.3 Information Management

The contractor shall develop, operate and maintain a web-based library containing the relevant documentation of Land Warfare and Munitions administered programs, approximately 500 to 1000 documents. The contractor will periodically solicit documents from the appropriate offices and when received, scan, paginate and download them into the library. The contractor shall ensure the library is an easily accessible set of documentation for use by government and government sponsored personnel with proper password validation. The web-base library shall include information on the following topics:

- a. Current Programs
- b. Program History
- c. The Technology Base
- d. JAUS

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e. Activities

f. Program Reviews

g. JRP Master Plans

h. Minutes of JRP Working Groups and other meetings

#### 1.2.4 Pentagon Processes Support

The contractor shall assist the Land Warfare and Munitions office in the conduct of daily on-site operations as described below. The contractor shall provide personnel with knowledge and experience in the Pentagon's processes for staff action, inter-office coordination, and business practices. The contractor shall provide support to Land Warfare and Munitions managers on a regular basis to ensure continuity of operations in a demanding work environment in the following areas:

- a. Monitoring/tracking the status of suspense dates and flow of associated documents and action items.
- b. Preparing staff papers, draft memoranda, and correspondence.
- c. Assisting in coordination of program matters within Land Warfare and Munitions, as well as external offices/agencies.
- d. Drafting/coordinating responses to data calls.
- e. Coordinating, attending, and recording results of meetings.

#### 1.2.5 Joint Vertical Aircraft Task Force (JVATF) Support

The contractor shall provide program management, program analysis, and requirements analysis support services for the JVATF. JVATF has developed a Vertical Aircraft Roadmap, built on the results of the Non-Fixed Wing Aviation study. The Task Force's mission via the Roadmap is to recommend courses of action in operational requirements, science and technology (S&T) investments, infrastructure, research and development and procurement that will affect FY 06 and beyond budget deliberations. The contractor shall provide programmatic assistance and support to the government during the execution and updating of the Vertical Aircraft Roadmap. The contractor shall draft a strategy to ensure the DoD vertical lift aircraft and related programs are continuously and methodically upgraded over the next 20 years. This strategy shall include recommended priorities for vertical aircraft Science and Technology requirements, as well as proposed funding over the POM.

The contractor shall prepare documents for use by the JVATF. Documents will include program information papers and briefings for upper management as well as the Services. The contractor shall maintain JVATF information files including program plans, schedules, and progress/evaluation reports. Files will be maintained as readily accessible through electronic media. The contractor shall monitor the flow of staff action, track action items, monitor suspense dates, prepare daily staff papers, coordinate staff products, coordinate with external offices, and follow through regarding the execution of daily Task Force activities. The contractor may also be required to provide web-based support for data management.

#### 1.2.6 Robotics and Unmanned Sensor Systems Support

The contractor shall support programmatic requirements for the introduction of sensors for unattended and unmanned vehicle systems. In accomplishing these tasks, the contractor shall provide support including: researching, preparing and documenting emerging operational concepts, military scenarios, employment requirements and logistics and maintenance issues in support of unmanned systems integration and requirements documents that support operational capabilities required for the force. The contractor shall provide assistance in defining the training requirements, and developing Tactics, Techniques, and Procedures (TTP) and Concepts of Operations (CONOPS). The contractor shall support Integrated Product Teams (IPTs) as required. The contractor shall prepare Plans of Action and Milestones for programs based on inputs from the Program leadership or requirements documentation.

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The contractor shall assist in writing and updating requirements documents, concepts, programmatic charts, and other possible acquisition/requirement type documents.

## 2.0 Deliverables

### DATA ITEM A001

Contractor's Progress, Status and Management Report (reference paragraph 1.1 and 1.2). The contractor shall prepare and submit a summary progress and status report on a monthly basis that summarizes the events, problems, progress and status of overall contract management initiatives and issues for the subject period.

### DATA ITEM A002

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

- a. Contractor's Full Name
- b. TO or Modification Number
- c. Labor Category
- d. Calendar Dates of Report Period
- e. Authorized Period of Performance
- f. Customer/Department
- g. Contractor's Manager/Task Leader/Resource Leader Full Name
- h. Total "Authorized" Funding
- i. Total "Cumulative to Date" Costs
- j. Total "Current Reporting Period" Costs
- k. Percent of Authorized Funding Expended to Date
- l. Total "Authorized" Labor Hours
- m. Total "Cumulative to Date" Labor Hours
- n. Total "Current Reporting Period" Labor Hours
- o. Percent of Authorized Labor Hours Expended to Date
- p. Unfunded Costs
- q. Funded Costs
- r. Balance of Funded Dollars with Obligations
- s. Summary of Events, Problems and Status of Task for Reporting Period

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No data rights to these Data Items are being requested.

### 3.0 Special Provisions

#### 3.1 KEY CONTROL.

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

#### 3.2 GOVERNMENT FURNISHED RESOURCES.

Government furnished items shall be provided to the contractor as required in support of the TO. The government shall provide office space and equipment, forms, access to hardware, software and storage space as required protecting government documentation, etc.

#### 3.3 SECURITY.

The work to be performed under this TO as delineated in the TO DD Form 254, involves access to, handling of, and generation of classified material up to and including TOP SECRET. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and U. S. Navy regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The contractor may be required to have access to live data during the performance of this TO. Any records and data or information the contractor may have access to may be highly sensitive and confidential. The contractor must not divulge any information about files, data processing activities or functions, user id's or passwords, or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the contractor's responsibility to ensure that all TO employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this performance work statement and all required instructions and directives in effect concerning the processing of classified material.

#### 3.4 RELEASE OF INFORMATION.

All technical data provided to the contractor shall be protected from the public.

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

#### 3.5 PRIVACY ACT.

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

#### 3.6 IDENTIFICATION BADGES.

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

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### 3.7 INVESTIGATIONS.

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

### 3.8 GOVERNMENT OBSERVATIONS.

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

### 3.9 ACCIDENT REPORTING.

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

### 3.10 QUALITY ASSURANCE.

The Government shall monitor the contractor's TO work performance under this SOW by requiring progress reports conducting on-site inspections and inspecting contract deliverables for compliance to tasking requirements.

### 3.11 WORK AREA CLEANLINESS.

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

### 3.12 DAMAGE REPORTING.

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

### 3.13 SMOKING REGULATIONS.

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

### 3.14 HOURS OF OPERATION.

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

#### 3.14.1 TIME OF PERFORMANCE.

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

#### 3.14.2 CLOSED DAYS.

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

#### 3.14.3 INCLEMENT WEATHER.

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

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### 3.14.4 HOLIDAYS.

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

### 3.15 TRAVEL REQUIREMENTS.

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

### 3.16 TRAVEL AUTHORIZATION.

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

### 3.17 SAFETY REQUIREMENTS.

All TO personnel, while on board any Government facility, shall conform to all portions of the Safety requirements.

### 4.0 PERFORMANCE BASED SOW:

The SOW being utilized for this requirement is considered to be performance based. As required by Federal Acquisition Regulation (FAR) Part 37.601, the SOW describes the requirements in terms of results required rather than the methods of performance of the work, uses measurable performance standards and specifies procedures for reductions of fee and/or TO base years when the services do not meet the performance standards. The performance criteria, standards, and assessment methods anticipated for this effort are as follows:

PERFORMANCE CRITERIA	PERFORMANCE STANDARD (AQL)	PERFORMANCE ASSESSMENT METHOD
Minutes as prescribed by SOW paragraphs 1.1 and 1.2 and as directed by TDL	Contractor shall prepare and distribute minutes within five (5) working days from date of event	Random inspection and customer satisfaction questionnaire
Libraries and files updated/maintained as prescribed by SOW paragraphs 1.1 and 1.2 and as directed by TDL	Contractor shall ensure appropriate documentation and files are posted and updated in a timely manner	Random inspection and customer satisfaction questionnaire
All documents as prescribed by SOW paragraphs 1.1 and 1.2 and as directed by TDL	Contractor shall ensure all documents are professional in appearance, free of grammatical and typographical errors, and depict accurate information	Random inspection and customer satisfaction questionnaire
Quality of services	Quality of services meets or exceeds TO requirements 95% of the time.	Random inspection and customer satisfaction questionnaire
Customer liaison	Facilitates effective task performance	Random inspection and meetings between contractor and TOM

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## SECTION D PACKAGING AND MARKING

### DATA PACKAGING LANGUAGE (5503)

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

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

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

- (1) name and business address of the Contractor ;
- (2) contract number;
- (3) contract dollar amount;
- (4) whether the contract was competitively or non competitively awarded;
- (5) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity); (City and State)

### PROHIBITED PACKING MATERIALS (5512)

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

### INSTRUCTION FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified in paragraph 2.0 of the Statement of Work.

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Inspection and acceptance of all data shall be as specified in paragraph 2.0 of the Statement of Work.

### INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES (5603)

Item(s) Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified in paragraph 2.0 in the Statement of Work.

### PERFORMANCE LANGUAGE FOR LOE SERVICES (5706)

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM	TO
1000	08 November 2005	07 November 2006
1250	08 November 2006	07 November 2007
1500	08 November 2007	07 November 2008
1750 (If earned)	08 November 2008	07 November 2009
4000 (If earned)	08 November 2009	07 November 2010

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

Services to be furnished under ITEM 1000 hereunder shall be performed and completed within 365 days from the effective date of the task order. Services to be furnished under ITEM 1250 hereunder shall be performed and completed within 730 days from the effective date of the task order. The time of performance may be reduced to a minimum of 1 year or extended to a maximum of 5 years on the basis of performance during the evaluation periods as specified in the award-term clause and the award-term plan. The reduction or extension will be provided to the contractor through unilateral contract modifications also spelled out in the award term clause and the award term plan.

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## SECTION G CONTRACT ADMINISTRATION DATA

CNIN-G-0017 ELECTRONIC SUBMISSION OF INVOICES/VOUCHERS -- Services

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

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

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

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher.

Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

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

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

WAWF Invoice Type: Cost voucher  
Issuing Office DODAAC: N00164  
Admin DODAAC: S3915A  
DCAA DODAAC (if applicable): N/A  
Acceptor DODAAC: N00164  
LPO DODAAC: N/A  
PAY DODAAC: HQ0337

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

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

Or e-mail the invoice to the following address:

TOM Information:

Douglas R. Ranard  
Bldg. 2035 Code JXSN  
300 Highway 361  
Crane IN 47522-5001  
Phone: 812-854-6734  
E-mail: douglas.ranard@navy.mil

Additional WAWF Information:

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

SPECIAL PAYMENT/INVOICE INSTRUCTIONS

Payment is not to be pro-rated across ACRNS

ACRNS are to be paid in accordance with contractor's invoice.

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Contractor shall invoice per ACRN.

#### INVOICES FOR CLASSIFIED CONTRACTS

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract Number, Item 0001, 100 EA @ \$1.00 = /\$100.00". The security classification shown on the contract shall not appear on the invoice.

#### CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

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

#### PURCHASING OFFICE REPRESENTATIVE LANGUAGE (5804)

##### PURCHASING OFFICE REPRESENTATIVE:

Jordan Schnarr  
CODE 0561SE, Bldg 64  
NAVSURFWARCENDIV  
300 Highway 361  
Crane, IN 47522-5001  
Telephone (812) 854-8765  
e-mail: jordan.schnarr@navy.mil

#### SECURITY ADMINISTRATION (5806)

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

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

#### EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (5810)

(a) As part of the negotiated fixed price or total estimated amount of this contract, 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 contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract 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 part associated with collected such small dollar amounts could exceed the amount to be recovered.

#### CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001) (5811)

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

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

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not prevent the Government from using the report.

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

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

Name Phone E-mail Address (optional)

#### PAYMENT STATUS INQUIRIES (5812)

Status of invoice payments can be obtained from the following web site:

<http://www.dfas.mil/money/vendor>

If the payment is being made by DFAS-Columbus use the MOCAS vendor pay inquiry system (VPIS) site listed on the above web site. It is recommended that the vendor download the "MOCAS VPIS help guide" and "reason and remark code document". You must then register by clicking on "user registration" under the subheading "MOCAS vendor pay inquiry system" before payment inquiries can be made.

If payment is being made by other than DFAS-Columbus, status of invoice payment can be obtained through the non-MOCAS system by cage code, contract number or duns number at the above listed web site.

You may also contact one of the DFAS Paying Office Vendor Pay Customer Service Phone Numbers listed below:

DFAS Columbus 1-800-756-4571  
(North, South, & West Entitlements)  
DFAS Charleston 1-800-755-3642  
DFAS Dayton 1-800-756-4571  
DFAS Denver 1-888-898-0887  
DFAS Indianapolis 1-888-332-7366  
DFAS Lawton (Seaside) 1-888-445-5154  
DFAS Lexington 1-859-293-4344  
DFAS Limestone 1-800-337-0371  
DFAS Norfolk 1-800-209-1628  
DFAS Oakland 1-800-731-8096  
DFAS Omaha 1-800-756-4571  
DFAS Orlando (Army) 1-800-950-9784  
DFAS Orlando (Air Force) 1-800-756-4571  
DFAS Pacific 1-888-222-6950  
DFAS Pensacola 1-800-328-9371  
DFAS Rock Island 1-888-332-7742  
DFAS Rome 1-800-553-0527  
DFAS San Antonio 1-888-478-5636  
DFAS San Bernardino 1-800-756-4571  
DFAS San Diego 1-800-731-8096  
DFAS St. Louis 1-877-782-5680

To determine which system to use see the following blocks of your contract document for payment offices designation:

DOCUMENT	BLOCK
SF 26 AWARD/CONTRACT	12
SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	18A

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DD 1155 ORDER FOR SUPPLIES OR SERVICES

15

PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE (5814)

Constructive Acceptance as defined in the Prompt Payment Act is hereby changed as follows:

For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision.

The due date for payment is defined in FAR 52.232-25, Prompt Payment, (Cot 2003), paragraph (a)(1) as follows:

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause (FAR 52.232-25), the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (5815) has been deleted and replaced with CNIN-G-0017 ELECTRONIC SUBMISSION OF INVOICES/VOUCHERS -- Services

In addition to the terms set forth elsewhere in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. The first evaluation period will be from date of award through six months following the date of award with subsequent evaluations being conducted every year thereafter. If the contractor scores 12 or more points in the first year of the basic ordering period (year 1), the contractor keeps both years 1 and 2. If contractor scores 15 or higher points in the second year of the basic ordering period (year 2), the contractor earns the first award-term year (year 3). If contractor earns 15 or higher points in the first award-term year (year 3), the contractor earns the second award-term (year 4), and if contractor earns 15 or higher points in the second award-term year (year 4), the contractor earns the third award-term (year 5.) The TO period may also be reduced on the basis of the contractor's performance against the stated performance parameters. If contractor scores less than 12 points in the first year of the basic ordering period (year 1), the contractor will lose the second year of the basic ordering period (year 2).

EVALUATION PERIOD	POINTSEARNED	BASE YEAR (BY)AWARD-TERM YEAR (ATY)EARNED
Months 1 – 6	0 – 11	BY 1 Only
Months 1 – 6	12 – 20	BY's 1 and 2
Months 7 – 18	0 – 14	BY's 1 and 2 Only
Months 7 – 18	15 – 20	BY's 1 & 2 and ATY 3
Months 19 – 30	0 – 14	BY's 1 & 2 and ATY 3 Only
Months 19 – 30	15 – 20	BY's 1 & 2 and ATY's 3 & 4
Months 30 – 42	0 – 14	BY's 1 & 2 and ATY's 3 & 4 Only
Months 30 – 42	15 – 20	BY's 1 & 2 and ATY's 3, 4 & 5

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

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

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's performance. Contractor must earn 15 in any single basic ordering period award year or subsequently awarded award-term year for an additional one-year term extension. Contractor earning less than 12 points in the first year of the basic ordering period (year 1) will lose the second year of the basic ordering period (year 2.)

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

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

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

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

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

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

Accounting Data

SLINID	PR Number	Amount
100001	MIPR DWAM50361	167000.00
LLA :		
AA A1 97 50400.1120 P5709 0403 2566 S49447 DWAM50361		

MOD 2		
100002		368000.00
LLA :		
NA A2 97 60400.1120 P6609 0403 2566 S49447 DWAM60077		
Standard Number: MIPR NO. DWAM60077		
SPONSOR ADDRESS:		

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DOD WASHINGTON HEADQUARTERS SERVICES  
FINANCE & ACCOUNTING DIVISION  
1155 DEFENSE PENTAGON ROOM 3B269  
WASHINGTON, DC 20301-1155

300001 132000.00  
LLA :  
NA A2 97 60400.1120 P6609 0409 2566 S49447 DWAM60077  
Standard Number: MIPR NO. DWAM60077  
ACRN A2 INCREASE

MOD 4  
100003 700000.00  
LLA :  
A3 97 60400.1120 P6609 0403 2522 S49447 DWAM60214  
Standard Number: MIPR NO. DWAM60214 (AA)  
SPONSOR ADDRESS:  
DOD WASHINGTON HEADQUARTERS SERVICES  
FINANCE & ACCOUNTING DIVISION  
1155 DEFENSE PENTAGON ROOM 3B269  
WASHINGTON, DC 20301-1155

300002 200000.00  
LLA :  
A3 97 60400.1120 P6609 0403 2522 S49447 DWAM60214  
Standard Number: MIPR NO. DWAM60214 (AA)  
ACRN A3 INCREASE

MOD 6  
125001 664050.00  
LLA :  
A4 9770400 1120 P7609 0403 2599 S49447 DWAM70038  
Requisition # 7072-5746

125002 72000.00  
LLA :  
A5 9760400 1120 P6421 0403 2522 S49447 DWAM60405  
Requisition 7072-5723

MOD 8  
150001 8046-7582 325000.00  
LLA :  
A6 9780400 1120 P8609 0403 2599 S49447 DWAM80037  
Standard Number: MIPR #: DWAM80037

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202 9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

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

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

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED	
			PERIOD OF	PERFORMANCE
1000	\$1,146,168	\$88,832	08 Nov 2005 to	07 Nov 2006
1250	\$ 683,109	\$52,941	08 Nov 2006 to	07 Nov 2007
1500	\$ 301,624	\$23,376	08 Nov 2007 to	07 Nov 2008
3000	\$ 332,000		08 Nov 2005 to	07 Nov 2006
3250			08 Nov 2006 to	07 Nov 2007
3500			08 Nov 2007 to	07 Nov 2008

(b) The parties contemplate that the Government will allot additional amounts

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to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232 20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232 21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,628,050 inclusion of fee, profit and all other charges. The clause entitled, Limitation of funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available.

#### GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (AUG 1997) (NAVSEA 5252.227-9113)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 91718-8000  
Phone: (909) 273-4677 or DSN 933-4677  
FAX: (909) 273-5200  
Internet: <http://www.gidep.corona.navy.mil>

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

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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- (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.

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## SECTION I CONTRACT CLAUSES

Note: All the provisions of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

52.204-7 Central Contractor Registration (Oct 2003)  
52.215-9 Changes or Additions to Make-or-Buy Program (Oct 1997)  
52.216-8 Fixed Fee (Mar 1997)  
52.219-09 Small Business Subcontracting Plan Jan 2002  
52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2004)  
52.222-41 Service Contract Act (1965)  
52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)  
52.223-10 Waste Reduction Program (Aug 2000)  
52.232-22 Limitation of Funds (Apr 1984)  
52.237-02 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)  
52.244-02 Subcontracts (Aug 1998)-Alternate I Aug 1998  
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)  
252.231-7000 Supplemental Cost Principles (Dec 1991)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

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## **SECTION J LIST OF ATTACHMENTS**

Past Performance Cover Letter

Past Performance Questionnaire

Tasking Satisfaction Summary

Cost Summary

SCA Wage Determination

DOD Contract Security Classification Specification, Form DD 254