AMENDMENT OF SOLICITATION/MOD	IEICATION OF CONT	олст	1. Co	U CODE	1 PAGE OF	- PAGES 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		LITION	/PURCHASE REQ. NO.		JECT NO. (If applicable)
14	10-Aug-2011	i		11RX0001540002	5. PRO	N/A
6. ISSUED BY CODE	N00244	7. ADMINI		S2404A		
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Department	o, rregional Contracts		_		VAV CUITE O	00
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937 North Harbor Drive, Suite 60		M	IANAS	SSAS VA 20109-2342		
San Diego CA 92132						
cecilia.m.clouse@navy.mil 562-626-7365						
8. NAME AND ADDRESS OF CONTRACTOR (No., str	eet, county, State, and Zip Code	e)		9A. AMENDMENT OF SC	DLICITATION NO	
Adaptech						
12329 Henderson Rd.						
Clifton VA 20124				9B. DATED (SEE ITEM 1	1)	
				10A. MODIFICATION OF	CONTRACT/OF	DER NO.
			[X]			
			-	N00178-04-D-40	001-FG02	
				10B. DATED (SEE ITEM	13)	
CAGE CODE 1VTY4 FACIL	ITY CODE			31-Aug-2006		
11. THIS IT	EM ONLY APPLIES TO A	MENDMEN [*]	TS OF	SOLICITATIONS		
The above numbered solicitation is amended as so	et forth in Item 14. The hour ar	nd date specifie	d for re	eceipt of Offers [] is ex	tended, is	not extended.
Offers must acknowledge receipt of this amendment pri					following method	is:
(a) By completing Items 8 and 15, and returning one (1			-	- T		
(c) By separate letter or telegram which includes a refe AT THE PLACE DESIGNATED FOR THE RECEIPT OF						
virtue of this amendment you desire to change an offer						•
reference to the solicitation and this amendment, and is		our and date sp	ecified	<u>i.</u>		
12. ACCOUNTING AND APPROPRIATION DATA (If re	equired) SEE SECTIOI	N G				
	OLL OLOTION	••				
13. THIS ITEM A	PPLIES ONLY TO MODI	FICATIONS	OF C	ONTRACTS/ORDERS		
	THE CONTRACT/ORDE					
(*) A. THIS CHANGE ORDER IS ISSUED PL	JRSUANT TO: (Specify authori	ty) THE CHAN	GES S	ET FORTH IN ITEM 14 ARE	E MADE IN THE	CONTRACT ORDER
NO. IN ITEM 10A.						
r 1	ODDED IO MODIFIED TO DEF	LEGETHE AD	AINHOT	DATIVE OUANOES (
l J B. THE ABOVE NUMBERED CONTRACT, appropriation date, etc.)SET FORTH IN ITE				•	is changes in pay	ring onice,
[] C. THIS SUPPLEMENTAL AGREEMENT I						
	0 2.11.2.1.23 0 1 0.1.007.111					
[X] D. OTHER (Specify type of modification ar	nd authority)					
FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor [X] is not, [] is red			 _	ies to the issuing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE PAGE 2	(Organized by UCF section nea	aaings, incluaing	g solicit	ation/contract subject matter	r wnere teasible.)	
SEL FAGE 2						
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME	AND T	TITLE OF CONTRACTING C	DFFICER (Type o	r print)
2.2.2(.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					(1),500	• •
		Doroth	ny J R	odgers, Contracting C	Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED			TES OF AMERICA		16C. DATE SIGNED
		, ,,,,		I Dadaaa		40 4 0044
		I BY		J Rodgers		12-Aug-2011
(Signature of person authorized to sign)			(Signa	ture of Contracting Officer)		1

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	2 of 3	

GENERAL INFORMATION

The purpose of this modification is to add incremental funds to Option Year Three, CLIN 1000 (Labor) in the amount of \$345,000.00...

Accordingly, said Task Order is modified as follows:

CLIN 1000 \$345,000.00 Increase

LLA: See funding below for Option Year Three (SubCLIN 1000AD)

FUNDING FOR ACRN'S EH & EK ARE INCREASED BY THIS MOD AS SHOWN BELOW

1000/104 EH	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00154	\$50,000.00	N6426711RX001540002
1000/106 EK	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00156	\$35,000.00	N6426711RX001560001

FUNDING FOR ACRN'S EM - EW ARE ADDED BY THIS MOD AS SHOWN BELOW

1000/108 EM	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00283	10,000.00	N6426711RX00283	
1000/109 EN	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00284	10,000.00	N6426711RX00284	
1000/110 EP	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00285	20,000.00	N6426711RX00285	
1000/111 EQ	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00286	25,000.00	N6426711RX00286	
1000/112 ER	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00287	25,000.00	N6426711RX00287	
1000/113 ES	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00288	25,000.00	N6426711RX00288	
1000/114 ET	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00289	35,000.00	N6426711RX00289	
1000/115 EU	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00290	50,000.00	N6426711RX00290	
1000/116 EV	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00291	50,000.00	N6426711RX00291	
1000/117 EW	97X4930 NH1M 000 77777 0 064267 2F 000000 SF320RX00292	10,000.00	N6426711RX00292	

As a result of this modification the total amount funded for Option Year THREE is \$927,800.00. This order is incrementally funded and the amount currently available for payment for Option Year THREE is limited to \$927,800.00 inclusive of Fee. It is estimated that these funds will cover the cost of performance through 31 AUGUST 2011. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the contract, no legal liability on the part of the government for payment in excess of \$927,800.00 shall arise unless additional funds are incorporated into the order by modification.

As a result of this modification this Task Order is now fully funded.

The Line of Accounting information is hereby changed as follows:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	3 of 3	

The total amount of funds obligated to the task is hereby increased from 4,619,966.00 by 345,000.00 to 4,964,966.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
1000AD	O&MN,N	582,800.00	345,000.00	927,800.00

The total value of the order is hereby increased from \$4,965,679.00 by \$0.00 to \$4,965,679.00.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	1 of 30	

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Materials/Supples (NTE \$62,000)

For Co	st Type Items:					
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering and Technical Support services for Calibration and Repair including management, logistic, research engineering, testing, renovation and technical support services					\$4,555,679.00
1000AA	TWO YEAR BASE (OTHER)		1.0 LO	\$1,727,530.00	\$69,163.00	\$1,796,693.00
1000AB	OPTION YEAR ONE (1) (OTHER)		1.0 LO	\$876,350.00	\$35,123.00	\$911,473.00
1000AC	OPTION YEAR TWO		1.0 LO	\$884,128.00	\$35,458.00	\$919,586.00
1000AD	OPTION YEAR THREE (3) (O&MN,N)		1.0 LO	\$892,125.00	\$35,802.00	\$927,927.00
For OD	C Items:					
Item	Supplies/Services					
3000				\$410,000.00		
3000AA	Other Direct Cost - Travel (NTE \$40,000), Materials/Supples (NTE \$124,000) (OTHER)		1.0 LO	\$164,000.00		
3000AB	OPTION YEAR ONE (1) Other Direct Cost - Travel (NTE \$20,000), Materials/Supples (NTE \$62,000)) (OTHER)		1.0 LO	\$82,000.00		
3000AC	OPTION YEAR TWO (2) Other Direct Cost - Travel (NTE \$20,000), Materials/Supples		1.0 LO	\$82,000.00		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	2 of 30	

(O&MN,N)

3000AD OPTION YEAR THREE
(3) Other Direct
Cost - Travel
(NTE \$20,000),
Materials/Supples
(NTE \$62,000)
(O&MN,N)

1.0 LO \$82,000.00

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Steven Makieil

Mailing Address:800 Seal Beach Blvd Seal Beach, Ca 90740-5000

Code: R442SM Telephone No.: (562) 626-7578

(b) The Alternate TOM for this contract is:

Name: Stephen Mosczynski

MailingAddress: 800 Seal Beach Blvd Seal Beach, Ca 90740-5000

Code: R442SM Telephone No.: (562) 626-7959

- (c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.
- (d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.
- (e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

NOTE: INVOICES SHALL BE SUBMITTED THROUGH WIDE AREA WORKFLOW

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	3 of 30	

- 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

XX is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

XX is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	4 of 30	

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

CALIBRATION AND TECHNICAL SERVICES

CODE R43

- 1.0 GENERAL
- 1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center, (IHD/NSWC) has been tasked to

assist Naval Surface Warfare Center, Indian Head Division, Seal Beach Detachment, with

engineering and technical support services for Navy and Marine Corp activities, including the Navy Calibration Laboratory (NCL), a certified Type III laboratory. These

program efforts are integral support elements of Naval, Marine Corp and Coast Guard

commands as well as Department of Homeland Security commands located throughout the

 ${\tt U.S.}$, ${\tt Non-CONUS}$ and deployed vessels. The proposed efforts provide calibration and

repair services to electrical, mechanical, electronic, physical, ${\sf RF/microwave}$ and

dimensional test equipment and systems.

2.0 PURPOSE

The primary purpose of this Task Order is to provide discrete and surge calibration and

repair services in support of General Purpose Electronic Test Equipment (GPETE) and

Peculiar Electronic Test Equipment (PETE) supporting Navy-wide fleet programs. The

discrete workload will provide support ongoing projects, logistics, and organizational

functions. The surge requirements are efforts in direct support of periodic scheduled

test equipment repair and calibration cycles. This statement of work specifies a level of

effort and stipulates labor, Government Furnished Equipment (GFE), material, travel,

shipping, and subcontract services for accomplishment of the deliverables specified $% \left(\frac{1}{2}\right) =\frac{1}{2}\left(\frac{1}{2}\right) +\frac{1}{2}\left(\frac{$

herein

The required calibration and repair services include: management, logistics, research,

engineering, testingservices, renovation, and technical support resources for support of

all NCL activities. The contractor shall participate in activities to achieve quality,

rapid turn-around of inducted items as well as on-site calibration for ship and shore

sites.

The contractor will provide program support of the Navy METCAL Program and will be

tasked to provide services and materials associated with related Navy metrology and

calibration programs such as: CRIS, SURECAL, METBENCH, MUDCATS and future

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	5 of 30	

programs, as

required.

The required resources will be utilized to support all elements of the Strategic Systems

Evaluation Department (SSED) in meeting its mission.

The contractor shall possess all general administrative resources and specific programmatic, system and component engineering experience, and all technical, physical.

material and other resources essential for undertaking assigned tasks and achieving the

desired results. Additionally, the contractor shall furnish the general administrative

resources delineated herein including labor hours, material, travel, subcontract, and

administrative support necessary to accomplish the tasks specified.

3.0 APPLICABLE DOCUMENTS

3.1 General

The following documents of the latest issue in effect form a part of this SOW to the

extent specified herein. Any drawings required are the property of the Government and

shall not be used for any purpose other than that intended by this SOW. Where documentation conflicts, the SOW takes precedence. However, all instances of alleged

conflicts between document/drawings and the SOW shall be reported to the ${\tt IHD/NSWC}$

Contracting Officer for resolution. The contractor shall be familiar with, and apply the

following applicable documents, or their latest edition, as necessary when performing

the tasks described herein.

3.2 Document Listing

Engineering Drawing Practices DOD-STD-100

Support Equipment Design and Test Standards MIL-PRF-28800

Electromagnetic Interference Requirements MIL-STD-461

Electrical and Electronic Solder Standards MIL-STD-2000A

Equipment Design Standards MIL-STD-454

Contractor's Progress, Status and Management Report DI-MGMT-802227 Calibration Laboratories and Measuring and Test ANSI/NCSL Z540-1-1994 Equipment- General Requirements

Navy and Marine Corps Calibration Laboratory NAVAIR 17-35QAC-01

Audit Certification Manual NAVSEA 04-4734

USMC TI-4734-35/23

Quality Manual and Desktop Procedures for QM-SBA-4734-2001

Metrology and Calibration Laboratory "SBA"

4.0 SCOPE

4.1 General

This Statement of Work (SOW) encompasses a wide range of engineering, technical, calibration, systems overhaul, automated test equipment, program management and field

engineering support services to Navy and Marine Corp activities. The Task Order is a

Cost Plus Fixed Fee Task Order. The period of performance shall be for 60 months a two

year base year and three option years. This Task Order will be incrementally funded, if

applicable. It is the responsibility of the contractor to notify the Contracting

Officer's Representative within 30 business days prior to funds being

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	6 of 30	

exhausted. The

contractor shall advise and assist the Government, but shall not make final decisions or

certifications on behalf of the Government, nor perform any inherently Government

functions. The contractor and its employees shall not represent the Government nor

appear to represent the Government in performance of these Task Order services. At all

times, contractor personnel will wear appropriate identification, identifying themselves

as contractor personnel. At all meetings, conferences, or sessions with the Government

personnel, contractor personnel shall clearly identify their status as contractor

employees. All reports delivered under this Task Order are property of the U.S. Government.

4.2 Supported Programs

The requiring activities at NSWC are the Strategic Systems Evaluation Department,

(SSED), Code R44, Calibration Laboratory and Repair Division. The SSED provides Engineering T&E and Life Cycle Services to the Navy and DoD Strategic Systems Programs.

This Branch also provides development of Advanced Virtual Instrumentation Test SeT

(AVITS). This test set provides a common military platform for emulating legacy stand

alone GPETE needed to satisfy a variety of electronic test applications at the military

operational level of maintenance. The AVITS provides a common hardware and software $% \left(1\right) =\left(1\right) +\left(1\right)$

architecture that is easily reconfigured into multiple packaging schemes to support

specific maintenance test applications or to provide a required suite of GPETE. Range of Work To Be Performed

Work under this Task Order will include the following range of tasks. The tasks are

further described in Section 5.2 of this SOW.

• Navy Calibration Laboratory (NCL) support of: Electrical, Mechanical, Physical,

RF/Microwave, and Dimensional test equipment.

 \bullet Conduct of physical testing, calibration, repair, upgrade, and equipment evaluation

to insure adequate fleet equipment resources

- Equipment management
- ullet On-site repair, maintenance and calibration of ship and shore GPETE and PETE resources
- \bullet Renovation, restoration and calibration of fleet test equipment and associated components and support systems
- GPETE and PETE Program administration and management support
- AVITS acceptance testing and verification
- 4.3 Associated Work Performance Requirements
- 4.4.1 Certified Calibration Processes and Procedures. Calibration practices require

precise processes and procedures traceable to specific standards and approved by the

proper governing authority. The contractor will comply with such practices and insure

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	7 of 30	

that processes and procedures are approved and current. Processes and procedures are

generally derived from OEM information, local calibration procedures, valid instrument

calibration procedure or other approved resource.

- 4.4.2 Work Location, Hours of Work, and Security
- 4.4.2.1 Work Location. On-site work will be performed at the Naval Weapons Station,

Seal Beach, California in and around building 112. Other locations may include the

contractor's facility or remote shore and ship sites.

4.4.2.2 Hours of Work. Contractor personnel are expected to conform to client agency

normal business hours, which are Monday through Friday, and usually day shift, with the

exception of Federal holidays. Actual hours of work will be agreed upon at Task Order

start up. Work outside of normal work hours, if required, will be discussed and agreed

upon between the Task Leader and the COR.

4.4.2.3 Security Clearance. A security clearance is not required for contractor employees. In the event that a security requirement is determined to be necessary, a

DD254 will be issued and amended to the task order as appropriate. All contractor

personnel working on this Task Order must be eligible to attain a security clearance if

necessary. In addition, contractor personnel working on this Task Order shall be fluent

in the English language as exemplified in their written and verbal skills.

4.4.3 Privacy Act. Work on this project does not require that contractor personnel

have access to Privacy Information. In the event that personnel come in contact with

such information, they shall adhere to the Privacy Act, Title 5 of the U.S. Code,

Section 552a and applicable agency rules and regulations. If necessary, contractor

personnel will be expected to sign a Non-Disclosure Form.

4.4.4 Travel. The contractor shall be required to travel local and/or long distance

to support the requirements outlined above. The number of Contractor personnel required

will be determined at the discretion of the Task Order Manager (TOM). For all trips.

the point of departure is Naval Surface Warfare Center, Indian Head Division, Seal Beach

or home station if nearer unless otherwise directed by the COR or designee. Travel for all on-site Contractor personnel and direct reimbursements will be in accordance with the Joint Travel Regulations (JTR). All trips will need to be approved

by the TOM in writing via either memorandum or e-mail.

4.4.5 Government Furnished Items and Services. The Government shall furnish workspace, furnishings, office supplies, document reproduction, fax and telephone

services, computer and network resources, and reference material necessary to accomplish

this Task Order. The Government will also make available relevant standards, functional

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	8 of 30	

statements, technical manuals, computer systems guides, regulations, instructions, and

operational procedures.

Government vehicles may be used by contractor in the performance of order related

duties. Motor vehicles shall be used for official purposes only and solely in the

performance of the Task Order. Motor vehicles cannot be used for transportation between

residence and place of employment. The contractor must: (1) Establish and enforce

suitable penalties against employees who use, or authorize the use of, motor vehicles

for unofficial purposes or for purposes other than in the performance of the $Task\ Order$,

and (2) Pay any expenses or cost, without Government reimbursement, for using such motor

vehicles other than in the performance of the Task Order. The use of any government

vehicles for personal use is strictly prohibited.4.4.6 Subcontractor Work. The contractor is authorized to subcontract as required to accomplish the requirements

specified in this statement of work. The use of subcontractor services shall be limited

to support requirements beyond the capability of both government and contractor resources. Use of subcontract resources is subject to government approval prior to

implementation.

4.4.7 Personal Service. The Client has determined that use of this Task Order to

satisfy the requirement(s) is in the best interest of the government, economic and other

factors considered, and this Task Order is not being used to procure personal services

prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal

services contract".

4.4.8 Intellectual Property. This Task Order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this

Performance-Based Statement of Work will be subject to appropriate federal acquisition

regulations which entitle the Government to unlimited license rights in technical data

and computer software developed exclusively with government funds, a nonexclusive "paid

up" license to practice any patentable invention or discovery made during the performance of the Task Order, and a "paid-up" nonexclusive and irrevocable worldwide

license to reproduce all works (including technical and scientific articles) produced

during the Task Order.

- 4.4.10 Definition
- 4.4.10 Best Effort. That effort expended by the contractor to perform within the

awarded ceiling price all work specified in this Task Order and any other obligations

under this Task Order vehicle. This effort includes providing required

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	9 of 30	

qualified

personnel, properly supervised, and following industry accepted methodologies and other

practices. The effort is further characterized by endeavoring to use efficient and

effective methods, and demonstrating sound cost control. The effort must be identical

to the effort that would be expended if this were a firm-fixed price Task Order and the

contractor's profits were dependent upon reducing costs while meeting the Governments

requirements in terms of quality and schedule.

- 5.0 REQUIREMENTS
- 5.1 GENERAL REQUIREMENTS

The contractor shall assist in providing the personnel resources and specific programmatic, system and component engineering experience, and all technical, physical,

material and other resources essential for undertaking assigned tasks and achieving the

desired results. Additionally, the contractor shall furnish the general administrative

resources delineated herein including labor hours, material, travel, subcontract, and

administrative support necessary to accomplish the tasks specified.

The Task Order Manager (TOM) shall issue Technical Direction Letters (TDLs). TDLs shall

provide guidelines, which assist in the interpretation of technical portions of the work

described within the SOW. TDLs may not be used to:

- •Assign additional work
- •Direct a change
- •Increase/decrease costs or period of performance
- •Change any of the terms and conditions of the Task Order
- •Increase the scope of the Task Order
- ullet Create a binding obligation upon the contractor or the Government
- 5.2 SPECIFIC REQUIREMENTS

The following sections outline the individual tasks with their associated objectives to

support the Program requirements of the various client activities. Sections 5.2 and

10.0 work together to describe the tasks and performance metrics associated with this

Task Order. The contractor shall perform tests, evaluations, simulation, research

design, development, and analyses of materials, products, and automated test resources

in accordance with the task requirements specified below.

Specific Tasks include:

- 5.2.1 Calibration Services
- 5.2.1.1 Provide measurement services using calibrated test equipment to provide the

basis for certifying calibration of electrical and mechanical systems; equipment and

components with accuracies and reliabilities that meet design and operating specifications. This is achieved by the use of approved calibration procedures.

Provide calibration-related engineering, design, reliability, configuration control.

information technology, technical writing, administrative support and program

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	10 of 30	

management

services to Navy metrology and calibration programs.

- 5.2.2 Test Equipment Analysis
- 5.2.2.1 Provide Navy test equipment induction, evaluation, configuration management,

equipment data collection and inventory management services to the NCL. Conduct product and technical assistance necessary to meet ship and shore delivery

schedules. Participate in the Navy recall program to insure adequate test equipment

resources are available for ship and shore sites.

- 5.2.3 Metrology and Calibration Database Support
- 5.2.3.1 Provide support to the Navy's test equipment database systems. This includes

new and legacy systems. This includes inventory accountability, acquisition of correct

source data, provision of timely and accurate recalls, closed-loop feedback information ${\bf r}$

and subsequent data generation and up-line reporting.

- 5.2.4 Calibration Program Support
- 5.2.4.1 Assist in the management, coordination and implementation of the Navy's test

equipment Metrology and Calibration Program. Provide timely development of estimates,

forecasts and actions needed to support routine and emergent issues, without adversely

impacting other aspects of the program. Assist in the development, management and

implementation of calibration or test equipment programs by providing the following

tasks:

Calibration Program Implementation

- ·Assist in the coordination and monitoring of program actions
- \bullet Initiate, investigate, coordinate and provide unique or alternative concepts to improve

program implementation

•Develop program and technical milestone documentation to fulfill program objectives

Program Planning and Costing

 $\bullet \mbox{Develop}$ and consolidate plans for streamlining and implementing improved program

efforts

- •Assist and/or develop budget and costing estimates for supporting Code R43 Development of Program Documentation
- $\bullet \mbox{Research}$ and recommend policy and procedural documentation for program implementation
- •Provide assistance in the development or revision of technical documentation
- $\bullet Assess$ the impacts and implications of other documentation on the Navy's calibration

program

- 5.2.8 Program Administration and Management Support
- 5.2.8.1 Utilizing office automation, Internet, web site, and computer support resources, the contractor shall analyze, develop, document, and publish program supportdocumentation. The contractor shall provide attendance at program review and

planning meetings as directed by the Government. Utilizing current network and telecommunications technology, contractor shall provide program support and documentation covering program plans, budgets, fleet support requirements

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	11 of 30	

reports, and

program schedules as required. The contractor shall develop requested documents,

reports, and schedules in accordance with best commercial practice and current contractor format.

- 6.0 REPORTING REQUIREMENTS and DELIVERABLES
- 6.1 The contractor shall submit monthly status reports, Contractor's Progress,

Status and Management Report, CDRL Item A001, (DI-MGMT-80227), (Advisory), indicating

the work accomplished, status and cost to include:

- a.Contractor's name and address
- b.Contractor number
- c.Date of report
- d.Period covered by report
- e.Man-hours expended for the reporting period, and cumulatively during the Task Order
- f.Cost curves portraying actual/projected conditions through Task Order
- g.Cost curves incurred for the reporting period and total contractual expenditures as of

report date

h.Description of progress made during the period reported, including problem

encountered, recommendations, if any for subsequent solution beyond the scope of this

Task Order

- i.Trips and significant results; and
- j.Plans for activities during the following period
- 6.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings in a timely manner, as are requisites to the

various task activities of the Task Order. Contractor shall provide a listing keyed to

specific tasks identifying the minimum reporting deliverables associated with each task.

Reporting should be in sufficient detail and of a quality to meet relevant ISO guidelines / standards and will include, but not be limited to:

- \bullet Technical reports, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and

circuits

• Maintenance requirements, guidelines, schedules, procedures, instructions, corrective

actions, etc.

• Purchase descriptions, proposals, equipment illustrations, program planning, support,

and budget documentation and funding plans

ullet Due to subcontractor involvement with the AVITS project, Purchase orders over the

limit of \$25,000.00 will be authorized.

7.0 DISCLAIMER STATEMENT

All reports resulting from this Task Order shall contain the following disclaimer

statement on the cover of such reports:

"The views, opinions, and findings contained in this report are those of the author(s)

and should not be construed as an official Department of Defense (DOD)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	12 of 30	

position, policy,

or decision, unless so designated by other official documentation."

8.0 POINTS OF CONTACT:

Task Order Manager (TOM)

Steven P. Makieil

Strategic Systems Evaluation Department

Naval Surface Warfare Center

Indian Head Division - Seal Beach Detachment

800 Seal Beach Blvd.

Seal Beach, CA 90740-5000

Phone: (562) 626-7578 (DSN) 873-7578

Fax: (562) 626-7269

E-mail: steven.makieil@navy.mil
Alternate Government Representative

Stephen Mosczynski

Strategic Systems Evaluation Department

Naval Surface Warfare Center

Indian Head Division - Seal Beach Detachment

Code R442SM, Bldg 112

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Seal Beach, CA 90740-5000

Phone: (562) 626-7959 (DSN) 873-7959

Fax: (562) 626-7831

E-mail: stephen.e.mosczynski@navy.mil

Contracting Officer

Renee Brown, Code 113

Naval Surface Warfare Center

Indian Head Division

101 Strauss Avenue, Building 1558

Indian Head, MD 20640
Phone: (301) 744-6653
Fax: (301) 744-6670

E-mail: renee.m.brown@navy.mil

9.0 INCENTIVES

Positive incentives for the tasks described in Section 5.2 are the assessment by the ${\tt COR}$

and formal documentation of lower costs and higher quality levels of performance achieved by the contractor for inclusion in the Contractor Performance

Reporting System (CPARS) and DoD's Past Performance Information Retrieval System (PPIRS). These reference sources are used for Source Selection by a number of agencies

researching candidate contractors for future acquisitions based upon the quality of

their past performance.

- 10.0 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
- 10.1 Quality Control Plan and Monitoring Method
- 10.1.1 The quality assurance (QA) requirements and monitoring methodology applied to

the contractor's performance of each task shall be comprehensive, systematic, and well

documented. To assist in facilitating the QASP, the contractor will prepare and submit a

Quality Control Plan defining their view of the essential QA Requirements for each task

to be undertaken in the Task Order to maintain an acceptable level of quality and

associated performance measurement metrics to be applied to each task for

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	13 of 30	

acceptance

criteria as part of the proposal submitted to the Government. The Quality Control Plan $\,$

shall make provision for development by the contractor prior to the post-award conference of a surveillance checklist for each task that can be employed by both the

contractor and the Government's quality assurance evaluators (QAEs) to assist in monitoring performance. QA monitoring will be conducted on a random inspection basis.

- 10.2 Performance Review and the QASP
- 10.2.1 Contractor performance will be assessed on a continuing basis by random review

of deliverables, review of the surveillance checklists, conduct of technical meetings,

and general contacts with the contractor. Interim contract management performance

reviews (Interim Evaluations) will be conducted quarterly and formal contractor Quality

Performance Reviews (QPR) will be conducted on a twelve (12) month interval consistent

with the annual scheduled CPARS review to evaluate contractor performance over the

previous 12 months.

The QASP provides for contractor performance evaluation across five (5) general categories. Each performance assessment will contain the following three elements:

Performance Objective(s), Performance Measurement Factors, and Performance Rating

Definitions. When applied in the aggregate, these elements constitute the performance

evaluation under the QASP of the individual Tasks issued under the Task Order. A brief

description of each of the three (3) elements is as follows:

Performance Objective - The Task delineation of Deliverables and/or Task objective(s) as

described under Section 5.2, Specific Requirements.

Performance Measurement Factor (PMF) - The critical relevant characteristics or aspects

of achieving given task objective(s) that will be monitored by the Government (IHDIV $\!\!/$

NSWC, SPT) and to which a performance metric shall be applied; those matters about which

the Government will be gathering data. Each objective will likely have one or

performance measurement factors and associated performance metrics

Performance Rating and Definitions - An adjectival and/or numerical rating with definition of the meaning of each Rating level when applied to each performance measurement factor and/or performance measurement metric. The technical monitor (COR)

has the responsibility for identification of the applicable PMFs and their relevant

incorporation into the specific tasking of a Task Order. Individual Tasks may specify a

minimum acceptable rating, target rating, or range of performance ratings on subtasks

for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating $\ensuremath{\text{ratings}}$

numbers will be summed together and averaged to arrive at a single numerical

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	14 of 30	

value for

each PMF and overall value of all relevant PMFs averaged. Failure of the contractor to

meet the required performance measure specified for an individual Task will result at a

minimum in the contractor correcting any deficiencies at no additional cost to the

Government.

Instructions for applying the performance metrics in conjunction with the tabulated QASP

Performance Measurement Criteria on the QASP Grading Sheet are included in Attachment A.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE (S) DELIVERED TO AND/OR RECEIVED FROM THE

GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer $\ensuremath{\mathsf{S}}$

databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE

AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery

of that computer software or computer database in whatever media and on whatever system

the software is delivered. The Contractor warrants that any such computer software

and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database (s)

received from the Government for viruses' prior to use under this Task Order.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any \backslash

computer software to be delivered as a result of this Task Order must be paid-up and

perpetual, or so nearly perpetual as to allow the use of the computer software or

computer data base with the equipment for which it is obtained, or any replacement

equipment, for so long as such equipment is used. Otherwise the computer software or

computer database does not meet the minimum functional requirements of this Task Order.

In the event there is any routine to disable the computer software or computer database

in the future, that date certain shall not be less than 25 years after the delivery date

of the computer software or computer database.

 $(\mbox{\ensuremath{d}})$ No copy protection devices or systems shall be used in any computer software or

computer database delivered under this Task Order to restrict or limit the Government

from making copies. This does not prohibit license agreements from specifying the

maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other $\ensuremath{\mathsf{C}}$

data is now frequently required in digital form rather than as hard copy. Such delivery

may cause confusion between data rights and computer software rights. It is

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	15 of 30	

agreed

that, to the extent that any such data is computer software by virtue of its delivery in

digital form, the Government will be licensed to use that digital-form data with exactly

the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on

technical data or other data delivered in digital form shall be digitally included on

the same media as the digital-form data and must be associated with the corresponding

digital-form technical data to which the legends apply to the extent possible. Such

legends shall also be placed in human form on a visible surface of the media carrying

the digital-form data as delivered, to the extent possible.

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this Task Order may require that the Contractor have access to

technical data, computer software, or other sensitive data of another party who asserts

that such data or software is proprietary. If access to such data or software is

required or to be provided, the Contractor shall enter into a written agreement with

such party prior to gaining access to such data or software. The agreement shall

address, at a minimum, (1) access to, and use of, the proprietary data or software

exclusively for the purposes of performance of the work required by this Task Order, and

(2) safeguards to protect such data or software from unauthorized use or disclosure for

so long as the data or software remains proprietary. In addition, the agreement shall

not impose any limitation upon the Government or its employees with respect to such data

or software. A copy of the executed agreement shall be provided to the Contracting

Officer. The Government may unilaterally modify the Task Order to list those third

parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the

data or software as to the restrictions under which access is granted; (2) not disclose

the data or software to another party or other Contractor personnel except as authorized

by the Contracting Officer; (3) not engage in any other action, venture, or employment

wherein this information will be used, other than under this Task Order, in any manner

inconsistent with the spirit and intent of this requirement; (4) not disclose the data

or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	16 of 30	

stamp, marking, or legend on each use of the data or software whether in whole or in

part.

- (c) The restrictions on use and disclosure of the data and software described above also
- apply to such information received from the Government through any means to which the

Contractor has access in the performance of this Task Order that contains proprietary or

other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any

attempt by an individual, company, or Government representative not directly involved in

the effort to be performed under this Task Order to gain access to such proprietary

information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which

involve access to information covered by paragraph (a),

substituting "subcontractor"

for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this Task Order.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 1996)

(a) "Organizational Conflict of Interest" means that because of other activities or

relationships with other persons, a person is unable or potentially unable to render

impartial assistance or advice to the Government, or the person's objectivity in performing the Task Order work is or might be otherwise impaired, or a person has an

unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as

otherwise set forth in the Task Order, the Contractor does not have any organizational

conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this Task

Order may create a potential organizational conflict of interest on the instant Task

Order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government,

the right of the Contractor to participate in future procurement of equipment and/or

services that are the subject of any work under this Task Order shall be limited as

described below in accordance with the requirements of FAR 9.5.

 (\mbox{d}) (1) The Contractor agrees that it shall not release, disclose, or use in any way

that would permit or result in disclosure to any party outside the Government any

information provided to the Contractor by the Government during or as a result

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	17 of 30	

of

performance of this Task Order. Such information includes, but is not limited to,

information submitted to the Government on a confidential basis by other persons.

Further, the prohibition against release of Government provided information extends to

cover such information whether or not in its original form, e.g., where the information

has been included in Contractor generated work or where it is discernible from materials

incorporating or based upon such information. This prohibition shall not expire after a

given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that

would permit or result in disclosure to any party outside the Government any information

generated or derived during or as a result of performance of this Task Order.

prohibition shall expire after a period of three years after completion of performance

of this Task Order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal

the Contractor, any joint venture involving the Contractor, any entity into or with

which it may merge or affiliate, or any successor or assign of the Contractor. The

terms of paragraph (f) of this Special Contract Requirement relating to notification

shall apply to any release of information in contravention of this paragraph $(\mbox{\scriptsize d})$.

(e) The Contractor further agrees that, during the performance of this Task Order and $\ensuremath{\mathsf{C}}$

for a period of three years after completion of performance of this Task Order, the

Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee

of the Contractor, any joint venture involving the Contractor, any entity into or with

which it may subsequently merge or affiliate, or any other successor or assign of the

Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be

performed under this Task Order. This exclusion does not apply to any recompetition for

those systems, components or services furnished pursuant to this Task Order. As provided in FAR 9.505-2, if the Government procures the system, component, or services

on the basis of work statements growing out of the effort performed under this Task

Order, from a source other than the contractor, subcontractor, affiliate, or assign of

either, during the course of performance of this Task Order or before the three

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	18 of 30	

year

period following completion of this Task Order has lapsed, the Contractor may, with the

authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor

may be authorized to compete for procurement(s) for systems, components or services

subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential

organizational conflict of interest; it shall make immediate and full disclosure in

writing to the Contracting Officer. The notification shall include a description of the

actual or potential organizational conflict of interest, a description of the action,

which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the

conflict, and any other relevant information that would assist the Contracting Officer

in making a determination on this matter. Notwithstanding this notification, the

Government may terminate the Task Order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have

been aware, of an organizational conflict of interest prior to the award of this Task

Order or becomes, or should become, aware of an organizational conflict of interest

after award of this Task Order and does not make an immediate and full disclosure in

writing to the Contracting Officer, the Government may terminate this Task Order for $% \left(1\right) =\left(1\right) +\left(1\right$

default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take

action required by this requirement, the Government may terminate this Task Order for $\ensuremath{\mathsf{C}}$

default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual

or potential organizational conflict of interest shall be final and is not subject to

the clause of this Task Order entitled "DISPUTES" (FAR 52.233-1).

(j) Nothing in this requirement is intended to prohibit or preclude the ${\tt Contractor}$ from

marketing or selling to the United States Government its product lines in existence on

the effective date of this Task Order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design

development model or prototype of any such equipment. Additionally, sale of catalog or

standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	19 of 30	

been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to

guarantee objectivity and to protect the Government's interest.

(1) The Contractor shall include this requirement in subcontracts of any tier which

involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition

to other rights and remedies provided by law or elsewhere included in this Task Order

(n) Compliance with this requirement is a material requirement of this Task \mbox{Order} .

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	20 of 30	

SECTION D PACKAGING AND MARKING

See Basic Contract Clauses
Ship to Address
Stephen Mosczynski
Naval Surface Warfare Center
Indian Head Division
Seal Beach Detachment
800 Seal Beach BLVD
Seal Beach, CA 90740-5000
steven.makieil@navy.mil
562-626-7959

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	21 of 30	

SECTION E INSPECTION AND ACCEPTANCE

See Basic Contract Clauses

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	22 of 30	

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Clin 1000AA and 3000AA Two Years from Contract Award

Clin 1000AB and 3000AB One Year from Exercise of Option

Clin 1000AC and 3000AC One Year from Exercise of Option

Clin 1000AC and 3000AC One Year from Exercise of Option

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	23 of 30	

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Stephen Makieil
800 Seal Beach BLVD
Seal Beach, CA 90740-5000
steven.makieil@navy.mil
562-626-7659
Alternate
Stephen Mosczynski
R432SM
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Seal Beach, CA 90740-5000
stephen.mosczynski@navy.mil
562-626-7659
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:

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE 1000 \$1,727,530.00 \$69,163.00 31-August-2008 3000 \$164,000.00 -0- 31-August-2008

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Georgia Warder
Phone Number: (301)744-6679
Email: warderga@ih.navy.mil

Payments/Invoicing: Wide Area WorkFlow Task Order Manager: Stephen Mosczynski

Phone Number: (562) 626-7959

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Renee Brown at (301) 744-6653.

Accounting Data
SLINID PR Number Amount
-----1000AA 1796693.00
LLA:

AA See Funding Attachment

Multiple lines of accounting, see funding attachment for distribution of funds.

3000AA 164000.00 LLA:

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4001 FG02 14 24 of 30

AA See funding attachment

Multiple lines of accounting, see funding attachment for distribution of funds.

BASE Funding 1960693.00 Cumulative Funding 1960693.00

MOD 03

1000AB N6426708RC00310 911473.00

LLA :

BJ 97X4930 NH1M 000 77777 0 064267 2F 000000 SF322RC00310

NAVSEA TMDE ENG SUPPORT PROGRAM, Code PE32

3000AB N6426708RC00323 82000.00

LLA :

AB 97X4930 NH1M 000 77777 0 064267 2F 000000 SF322RC00323 OPTION YEAR ONE (1) ODC, CVN 70 SCN SUPPORT PROGRAM

MOD 03 Funding 993473.00 Cumulative Funding 2954166.00

MOD 04

1000AC 100000.00

LLA

BT 97X4930 NH1M 000 77777 0 064267 2F 000000 SF322RC00482

Standard Number: N6426709RC00482

OPTION YEAR TWO

MOD 04 Funding 100000.00 Cumulative Funding 3054166.00

MOD 05 Funding 0.00

Cumulative Funding 3054166.00

MOD 06

1000AC 592000.00

LLA :

CC Multiple Lines of Accounting See pages two and three of mod 06

Standard Number: See Mod 06

Multiple lines of accounting, see funding attachment for distribution of funds.

3000AC 82000.00

LLA :

CL See funding attachment

Multiple lines of accounting, see funding attachment for distribution of funds.

 ${\tt Mod}$ 06 fully funds ODC's.

MOD 06 Funding 674000.00 Cumulative Funding 3728166.00

MOD 07

1000AC 224000.00

LLA :

CC Multiple Lines of Accounting See pages two and three of mod 06

Standard Number: See Mod 06

Multiple lines of accounting, see funding attachment for distribution of funds.

MOD 07 Funding 224000.00 Cumulative Funding 3952166.00

MOD 08

1000AD 15000.00

LLA :

DR Multiple Lines of Accounting See page two of mod 08

Standard Number: See Mod 06

Multiple lines of accounting, see funding attachment for distribution of funds.

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4001 FG02 14 25 of 30

MOD 08 Funding 15000.00 Cumulative Funding 3967166.00

MOD 09

1000AD 165000.00

LLA :

DS Multiple Lines of Accounting See page two of mod 09

Standard Number: See Mod 09

Multiple lines of accounting, see funding attachment for distribution of funds.

MOD 09 Funding 165000.00 Cumulative Funding 4132166.00

MOD 10

1000AC 3000.00

LLA :

DZ See page two of mod 10 Standard Number: See Mod 10

LOA see mod 10, page two for RCP N6426710RX00019.

MOD 10 Funding 3000.00

Cumulative Funding 4135166.00

MOD 11

1000AD 127800.00

LLA :

EA Multiple Lines of Accounting See page two of mod 11

Standard Number: See Mod 11

Multiple lines of accounting, see funding listed herein for distribution of funds.

3000AD 82000.00

LLA :

EA See funding listed on mod P11

Multiple lines of accounting, see funding listed on page two of mod FG0211

Mod P11 fully funds Option Yr 3 - ODC's

MOD 11 Funding 209800.00 Cumulative Funding 4344966.00

MOD 12 Funding 0.00

Cumulative Funding 4344966.00

MOD 13

1000AD 275000.00

LLA :

 $\tt EH$ Multiple Lines of Accounting See page two of mod 13

Standard Number: See Mod 13

Multiple lines of accounting, see funding listed herein for distribution of funds.

MOD 13 Funding 275000.00 Cumulative Funding 4619966.00

MOD 14

1000AD 345000.00

LLA :

EH Multiple Lines of Accounting See page two of mod 13

Standard Number: See Mod 13

Multiple lines of accounting, see funding listed herein for distribution of funds.

MOD 14 Funding 345000.00 Cumulative Funding 4964966.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	26 of 30	

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION

OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant

in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and

further, meets the definition of a HUBZone small business concern, a small business

concern certified by the SBA for participation in the SBA's 8(a) program, or

service disabled veteran-owned small business concern, as applicable, shall be based

on the status of said concern at the time of award of the SeaPort-e MACs and as

further determined in accordance with Special Contract Requirement H-19. INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays,

Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or

Holiday without specific instructions from the Ordering Officer or his duly appointed

representative will be returned to the contractor at his expense with no cost or

liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY	DATE OF	OBSERVANCE
New Year's Day	01	January
Martin Luther King's Birthday	19	January
President's Day	16	February
Memorial Day	31	May
Independence Day	5	July
Labor Day	6	September
Columbus Day	11	October
Veteran's Day	11	November
Thanksgiving Day	25	November
Christmas Day	24	December

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

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	27 of 30	

3. The hours of operation for the Procurement Department and Receiving Office $% \left(1\right) =\left(1\right) +\left(1$

follows:

AREA FROM TO

Procurement Department(BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:00 A.M.

12:30 P.M. 2:00 P.M.

If you intend to visit the Procurement Department, it is advised that you call for an

appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any

term or condition of this contract to the contrary. Upon Contractor's written request

to the cognizant Task Order Manager, via the cognizant Contract Administration Office,

the Government will furnish the following for use in the performance of this task

order:

See Section 4.4.5 of Statement of Work

TECHNICAL INSTRUCTIONS

- (a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task
- order. 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 task
- order. Technical instructions may not be used to: (1) assign additional work under
- the task order; (2) direct a change as defined in the "CHANGES" clause of the basic
- contract; (3) increase or decrease the task order price or estimated task order amount
- (including fee), as applicable, the level of effort, or the time required for task

order performance; or (4) change any of the terms, conditions or specifications of the

task order.

- (c) If, in the opinion of the Contractor, any technical instruction calls for effort
- outside the scope of the task order or is inconsistent with this requirement, the

Contractor shall notify the Ordering 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	28 of 30	

by the Ordering Officer that the technical instruction is within the scope of this

task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the ${\tt Contractor}$

from performing that portion of the contractual work statement which is not affected $\ensuremath{\mathsf{E}}$

by the disputed technical instruction.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	29 of 30	

SECTION I CONTRACT CLAUSES

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the

Contractor within 730 days of award or within 365 days of exercise of option; provided that

the Government gives the Contractor a preliminary written notice of its intent to

extend at least 60 days before the task order expires. The preliminary notice does

not commit the Government to an extension.

- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under

this clause, shall not exceed 5 years.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4001	FG02	14	30 of 30	

SECTION J LIST OF ATTACHMENTS

List of Attachments:

- 1. Funding Distribution
- 2. Funding Distribution Option Year One (1)