

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05		3. EFFECTIVE DATE 07-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N00244-09-MR-61307	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY FISC, San Diego, Regional Contracts Department 937 North Harbor Drive, Suite 60 San Diego CA 92132 cecilia.m.clouse@navy.mil 562-626-7365		
7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. CODE S2404A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AdapTech Corporation 12329 Henderson Rd. Clifton VA 20124		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4001-NW02
		10B. DATED (SEE ITEM 13) 28-Sep-2007
CAGE CODE 1VTY4	FACILITY CODE 867275398	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to deobligate a total of \$74,000.00 from the following Subclins;

... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

CLIN/SLIN	Type of Fund	From (\$)	By (\$)	To (\$)
100001	O&MN,N	\$592,054.00	(\$23,000.00)	\$569,054.00
100007	O&MN,N	\$266,560.00	(\$3,000.00)	\$263,560.00
300008	O&MN,N	\$206,780.00	(\$12,500.00)	\$194,280.00
300010	O&MN,N	\$732,468.00	(\$35,500.00)	\$696,968.00

SUBCLIN 100001, ACRN: AA (\$23,000.00) Decreased

FROM: 100001 N6426707RC00433 \$592,054.00

LLA : AA 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00433

TO: 100001 N6426707RC00433 \$569,054.00

LLA : AA 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00433

SUBCLIN 100007, ACRN: AG (\$3,000.00) Decreased

FROM: 100007 N6426707RC00459 \$266,560.00

LLA : AG 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00459

TO: 100007 N6426707RC00459 \$263,560.00

LLA : AG 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00459

SUBCLIN 300008, ACRN: AQ (\$12,500.00) Decreased

FROM: 300008 N6426707RC00467 \$206,780.00

LLA : AQ 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00467

TO: 300008 N6426707RC00467 \$194,280.00

LLA : AQ 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00467

SUBCLIN 300010, ACRN: AS (\$35,500.00) Decreased

FROM: 300010 N6426707RC00469 \$732,468.00

LLA : AS 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00469

TO: 300010 N6426707RC00469 \$696,968.00

LLA : AS 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00469

As a result of this modification this Task Order is now incrementally funded in the amount of **\$4,771,635.83**

The amount currently available for payment for the two year period of performance is limited to **\$4,771,635.83** inclusive of fee. It is estimated that these funds will cover the cost of performance through September 14, 2009. Subject to the provisions of the claused 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 **\$4,771,635.83** shall arise.

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

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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
1000	Engineering and Technical Support services for Calibration and Repair including management, logistic, research engineering, testing, renovation and technical support services, POP TWO YEARS (O&MN,N)	1.0 Lot	\$1,779,247.22	\$45,033.61	\$1,824,280.83
100001	Logistics and Maintenance Support Services (O&MN,N)				
100002	NAVSEA Coast Guard Program (O&MN,N)				
100003	NAVSEA Engineering Support (O&MN,N)				
100004	LPD GPETE Program (O&MN,N)				
100005	LPD GPETE Program (O&MN,N)				
100006	NAVSEA Engineering Support (O&MN,N)				
100007	SSN 777 Support Program (O&MN,N)				
100008	DDG GPETE Support Program (O&MN,N)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODC (O&MN,N)	1.0 Lot	\$3,026,400.00
300001	DDG GPETE Support Program, Seal Beach MS50		

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(O&MN,N)

300002 DDG GPETE Support
Program, Seal
Beach MS50
(O&MN,N)

300003 CVN GPETE Support
Program, Seal
Beach MS50
(O&MN,N)

300004 DDG-102 GPETE SCN
SUPPORT PROGRAM,
SEAL BEACH MS50
(O&MN,N)

300005 DDG-106 GPETE SCN
SUPPORT PROGRAM,
SEAL BEACH MS50
(O&MN,N)

300006 DDG-107 GPETE SCN
SUPPORT PROGRAM,
SEAL BEACH MS50
(O&MN,N)

300007 DDG-108 GPETE SCN
SUPPORT PROGRAM,
SEAL BEACH MS50
(O&MN,N)

300008 DDG-104 GPETE SCN
SUPPORT PROGRAM,
SEAL BEACH MS50
(O&MN,N)

300009 LHD-8 GPETE SCN
SUPPORT, SEAL
BEACH MS50
(O&MN,N)

300010 CVN GPETE SUPPORT
PROGRAM, SEAL
BEACH MS50
(O&MN,N)

300011 CVN 70 SCN
PROGRAM SUPPORT,
CODE PE32
(O&MN,N)

300012 CVN 77 PROGRAM
SUPPORT, CODE
PE32 (O&MN,N)

300013 DDG 108 PROGRAM
SUPPORT, CODE
PE32 (O&MN,N)

300014 LHD-8 PROGRAM
SUPPORT, CODE
PE32 (O&MN,N)

300015 TMDE ENG SUPPORT

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PROGRAM, CODE
PE32 (O&MN,N)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 GENERAL

1.1 Introduction

Naval Surface Warfare Center, Corona Division has been tasked to assist Naval Surface Warfare Center, Corona Division, Detachment Seal Beach (MS53), in contracting 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 U.S., Non-CONUS and deployed fleet. The proposed efforts provide maintenance and overhaul services to electrical, mechanical, electronic, physical, RF/microwave and dimensional test equipment and systems.

2.0 PURPOSE

The primary purpose of this Task Order is to provide discrete and surge maintenance and overhaul 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 herein.

The required maintenance and overhaul services include: management, logistics, research, engineering, testing services, renovation, and technical support resources for support of all NCL activities. The contractor shall participate in efforts 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 programs, as required.

The required resources will be utilized to support all maintenance and overhaul elements of NSWC Corona Division, Seal Beach Detachment, Code MS53, 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.

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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 NSWC Corona 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 Equipment- General Requirements	ANSI/NCSL Z540-1-1994
Navy and Marine Corps Calibration Laboratory Audit Certification Manual	NAVAIR 17-35QAC-01 NAVSEA 04-4734 USMC TI-4734-35/23
Quality Manual and Desktop Procedures for Metrology and Calibration Laboratory "SBA"	QM-SBA-4734-2006

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, Marine Corps and Department of Homeland Security activities. The Task Order is a "Best Value Trade-Off" Cost Plus Fixed Fee, competed Small Business Set-Aside contract. The period of performance shall be for 24 months. This Task Order will be incrementally funded, if applicable. It is the responsibility of the contractor to notify the Contracting Officer's Representative (COR) within 30 business days prior to funds being 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.

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4.2 Supported Programs

The requiring activities at NSWC Corona are the Seal Beach Detachment, Code MS53, Calibration Laboratory (SBA) and Repair/Overhaul Branch. Code MS53 provides Engineering T&E and Life Cycle Services to the Navy and DoD Strategic Systems Programs.

4.3 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
- Conduct physical testing, calibration, repair, upgrade, and equipment evaluation to insure adequate fleet equipment resources
- Equipment management
- On-site repair, maintenance and calibration of ship and shore GPETE and PETE resources
- Renovation, restoration and calibration (overhaul) of fleet test equipment and associated components and support systems
- GPETE and PETE Program administration and management support

4.4 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 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, private calibration companies 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.

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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 validity of Contractor personnel requiring travel will be determined at the discretion of the Task Order Manager (TOM). For all trips, the point of departure is Naval Surface Warfare Center, Corona Division, Seal Beach Detachment or home station if nearer unless otherwise directed by the TOM 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, for work being performed on-site. The Government will also make available relevant calibration standards, functional 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 Subcontract(or) Work. It is anticipated that extensive use of subcontract and OEM labor and services will be necessary to fulfill this SOW. The contractor is authorized to subcontract as required to accomplish the requirements specified. The use of subcontractor services shall be limited to support requirements beyond the capability or timeliness, of both government and contractor resources. Use of subcontract resources is subject to government approval prior to implementation. Additionally, it will be the contractor's responsibility to ensure that all subcontract labor and services meets or exceeds current calibration, overhaul and repair standards as promulgated by the U.S. Navy.

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.

4.4.9 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 qualified personnel, properly supervised, and following industry accepted

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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 provide 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) may 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
- 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 Maintenance 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 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.

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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 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
- 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

- Develop and consolidate plans for streamlining and implementing improved program efforts
- Assist and/or develop budget and costing estimates for supporting NSWC Corona, Code MS53

Development of Program Documentation

- Research and recommend policy and procedural documentation for program implementation
- Provide assistance in the development or revision of technical documentation
- Assess the impacts and implications of other documentation on the Navy's calibration program

5.2.5 Overhaul and Repair Services

5.2.5.1 Comprehensive overhaul, repair and inspection services are an integral part of this Task Order. Complex electronic, mechanical and optical equipment will need periodic overhauls including repair, rebuilding and replacement of malfunctioning or broken circuit boards, knobs, screens, wires, components, parts, etc. Additionally, cosmetic repairs and replacements of equipment enclosures will be necessary.

5.2.6 Warehousing Services

5.2.6.1 Extensive knowledge of warehousing services, including naval supply chain, shipping, receiving, parts and customer support. A material expeditor will be necessary when coordinating and tracking large quantities of equipment flowing through the maintenance and overhaul process. Additionally, a truck or cargo van driver will be used to make routine equipment pick ups and drop offs to and from customers, subcontractors and various commercial calibration and repair facilities.

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5.2.7 Program Administration and Management Support

5.2.7.1 Utilizing office automation, Internet, web site, and computer support resources, the contractor shall analyze, develop, document, and publish program support documentation. 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 reports, and program schedules as required. The contractor shall develop requested documents, reports, and schedules in accordance with best commercial practice and current government 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 areas 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:

- 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.

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- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans
- Due to subcontractor involvement with the project, Purchase orders over the limit of \$25,000.00 will be authorized.
- Accountability and custody transfer documentation (DD Form 1149)

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

8.0 POINTS OF CONTACT:

Task Order Manager (TOM)/Contracting Officer's Representative (COR)

Maxie A. Perdue
NSWC Corona Division
Phone: (951) 273-5764 (DSN) 936-5764
E-mail: maxie.perdue@navy.mil

Mailing Address:

Naval Surface Warfare Center
(NSWC) Corona Division
P.O. Box 5000
Corona, CA 92878-5000

Shipping Address:

Naval Surface Warfare Center (NSWC) Corona Division
2300 Fifth Street
Norco, Ca 92860

Assistant Task Order Manger (ATOM)

Robert Karamanian
NSWC Corona Division
Phone: (951) 273-4215 (DSN) 936-4215
E-mail: Robert.Karamanian@navy.mil

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Mailing Address:

Naval Surface Warfare Center (NSWC) Corona Division
P.O. Box 5000
Corona, CA 92878-5000

Shipping Address:

Naval Surface Warfare Center (NSWC) Corona Division
2300 Fifth Street
Norco, Ca 92860

Technical Government Representative

Steven Makieil
Naval Surface Warfare Center
Corona Division, Detachment Seal Beach
Code MS53, Bldg 112
800 Seal Beach Blvd.
Seal Beach, CA 90740-5000
Phone: (562) 626-7578 (DSN) 873-7578
Fax: (562) 626-7831
E-mail: steven.makieil@navy.mil

Contracting Officer

Dorothy Rogers, FISC Det Seal Beach
Phone: (562) 626-7384
E-mail: dorothy.rodgers@navy.mil

CONTRACT SPECIALIST

Cecilia clouse, FISC Seal Beach Det.
Ph: (562) 626-7365
E-mail: cecilia.m.clouse@navy.mil

9.0 INCENTIVES

Positive incentives for the tasks described in Section 5.2 are the assessment by the COR and formal documentation of lower costs and higher quality levels of performance achieved by the contractor for inclusion in the *Contractor Performance Assessment 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.

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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 *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 (CORONA DIV/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 more *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 numbers will be summed together and averaged to arrive at a single numerical 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.

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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 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 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.

(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 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 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).

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(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 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.

(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 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

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of performance of this Task Order. This 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 force to 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 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 (d).

(e) The Contractor further agrees that, during the performance of this Task Order and 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 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 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 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 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 been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to

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ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) 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 Order.

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SECTION D PACKAGING AND MARKING

All the provisions of Section D clauses in accordance with the Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order along with the following:

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of Monthly Status Report this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Surface Warfare Center, Corona Division,
Seal Beach Detachment, (MS50), Attn: Stephen Moczynski
800 Seal Beach Blvd,
Seal Beach, CA 92704

Contract, Order, and CLIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

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SECTION E INSPECTION AND ACCEPTANCE

All the provisions of Section E clauses in accordance with the Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order plus the following;

52.246-5 - INSPECTION AND ACCEPTANCE OF SERVICES

Inspection and acceptance shall be performed by the Government Representative at Destination and in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

All the provisions of Section F clauses in accordance with the Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order plus the following;

CLIN - DELIVERIES OR PERFORMANCE

Period of Performance:

The Period of Performance for this task order will be for two consecutive years, 28 September 2007 - 27 September 2009.

CLIN - DELIVERIES OR PERFORMANCE

Base Year: CLINs 1000 and 3000

Place of Performance: The place of performance will be in Government facilities located in Seal Beach, California, contractor's facility, private calibration companies or remote shore and ship sites.

The normal working shift shall coincide with the regular working shift of the organization being supported. The contractor shall observe the same holidays as are observed by the Government.

Electronic submission of all other deliverables shall be delivered via email to the Task Order Manager.

All deliverables that can not be delivered electronically shall be delivered to:

NAVAL SURFACE WARFARE CENTER, CORONA DIVISION
SEAL BEACH DETACHMENT, MS50, ATTN: Stephen Moczynski
800 SEAL BEACH BLVD,
SEAL BEACH, CA 90740

Copies of monthly status reports, and invoices shall be submitted to the Task Order Manager at the following address:

NAVAL SURFACE WARFARE CENTER, CORONA DIVISION
SEAL BEACH DETACHMENT, MS50, ATTN: ATTN: Stephen Moczynski
800 SEAL BEACH BLVD,
SEAL BEACH, CA 90740

DELIVERABLE TYPES

The specific formats for deliverables referenced in this Task Order (TO) shall be developed and agreed upon by the Contractor and the Government after Task Order award.

WRITTEN DELIVERABLES

The Contractor's Project Manager shall review, approve, and sign all draft and final documents before being delivered to the client.

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SECTION G CONTRACT ADMINISTRATION DATA

TYPE OF CONTRACT (DEC 1999)

This is a COST PLUS FIXED FEE task order.

This order is incrementally funded and the amount currently available for payment is limited to \$4,327,575.00 inclusive of fee. It is estimated that these funds will cover the cost of performance through 30 June 2009. 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 \$4,327,575.00 shall arise unless additional funds are incorporated into the order by modification.

SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the TOM identified herein.

Invoice Instructions

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>.

A separate invoice will be prepared for monthly or pay period. Do not combine the payment claim for service provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation 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 the Naval Surface Warfare Center is provided for completion of the invoice in WAWF:

Contract Number	N00178-04-D-4001
Delivery Order	NW02
CAGE Code	1VTY4
Pay DoDAAC:	HQ0339
WAWF Invoice Type	Cost Voucher
Issue By DoDAAC:	N00244
Admin DoDAAC:	S2404A
Inspect By DoDAAC (if applicable)	N/A
Service Acceptor DoDAAC:	HAA310
Ship From Code (if applicable)	N/A
LPO DoDAAC:	N64267
Additional Instructions	m_crna_invoice@navy.mil

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

For more information on Wide Area Work Flow, please contact the Wide Area Workflow Implementation Team at (800) 559-9293.

CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

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(b) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) except (3), (40), (44), (46), and (47).
- (2) The function of FAR 42.302(b)(4) negotiating and executing supplement agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirement, and for the crediting of any overpayment made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address.
- (3) The function of FAR 42.302(b)(6).

(c) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

TASK ORDER MANAGER (TOM)

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

Name: Maxie Perdue
NSWC Corona Division

P.O. BOX 5000
Corona, CA 92878-5000
Ph: (951) 273-5764
email: maxie.perdue@navy.mil

The Alternate TOM for this contract is:

Name: Robert Karamanian
NSWC Corona Division

P.O. BOX 5000
Corona, CA 92878-5000
Telephone No.: Ph: (951) 273-4215
email: robert.karamanian@navy.mil

(b) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the

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Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

(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.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

Contractors: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Arthur J. Luna

Title: Contract Manager

Mailing Address: 12329 Henderson Rd.
Clifton, VA 20124

E-mail Address: aluna.adapteq.com

Telephone number: (703) 449-8115

Fax number: (703) 803-7642

Accounting Data

SLINID PR Number

Amount

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100001 592054.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00433
Standard Number: N6426707RC00433
592,054.00

100002 100000.00
LLA :
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Standard Number: N6426707RC00453
100,000.00

100003 335000.00
LLA :
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Standard Number: N6426707RC00454
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100004 165393.00
LLA :
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Standard Number: N6426707RC00455
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100006 131000.00
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Standard Number: N6426707RC00460
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100009 193550.00
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Standard Number: N6426707RC00463
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100012 151410.00
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Standard Number: N6426707RC00464
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100013 191078.00
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Standard Number: N6426707RC00465
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100014 191078.00
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AP 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00466
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100017 732468.00
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Standard Number: N6426707RC00469
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MOD 2

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LLA :
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300001 133066.17
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Standard Number: N6426707RC00460
133,066.17 DDG GPETE Support Program

300002 193550.00
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AJ 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00461
Standard Number: N6426707RC00461
193,550.00 DDG GPETE SUPPORT PROGRAM, SEAL BEACH MS50

300003 252574.00
LLA :
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Standard Number: N6426707RC00462
252,574.00 CVN GPETE Support Program, Seal Beach MS50

300004 49490.00
LLA :
AL 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00463
Standard Number: N6426707RC00463
49,490.00 DDG-102 GPETE SCN Support Program

300005 151410.00
LLA :
AM 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00464
Standard Number: N6426707RC00464
151,410.00 DDG-106 GPETE SCN SUPPORT PROGRAM,
SEAL BEACH MS50

300006 191078.00
LLA :
AN 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00465
Standard Number: N6426707RC00465
191,078.00 DDG-107 GPETE SCN SUPPORT PROGRAM, SEAL BEACH MS50

300007 191078.00
LLA :
AP 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00466
Standard Number: N6426707RC00466
191,078.00 DDG-108 GPETE SCN SUPPORT PROGRAM, SEAL BEACH MS50

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300008 206780.00
 LLA :
 AQ 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00467
 Standard Number: N6426707RC00467
 206,780.00 DDG-104 GPETE SCN SUPPORT PROGRAM, SEAL BEACH MS50

300009 401800.00
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 Standard Number: N6426707RC00468
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300010 732468.00
 LLA :
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 Standard Number: N6426707RC00469
 732,468.00 CVN GPETE SUPPORT PROGRAM, SEAL BEACH MS50

300011 95980.00
 LLA :
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 Standard Number: N6426708RC00305
 95,980.00 CVN 70 SCN PROGRAM SUPPORT, CODE PE32

300012 50000.83
 LLA :
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 Standard Number: N6426708RC00306
 50,000.83 CVN 77 PROGRAM SUPPORT, CODE PE32

300013 129875.00
 LLA :
 AV 97X4930 NH1M 000 77777 0 064267 2F 000000 SF322RC00307
 Standard Number: N6426708RC00307
 129,875.00 DDG 108 PROGRAM SUPPORT, CODE PE32

300014 123500.00
 LLA :
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 Standard Number: N6426708RC00308
 123,500.00 LHD-8 PROGRAM SUPPORT, CODE PE32

300015 123750.00
 LLA :
 AX 97X4930 NH1M 000 77777 0 064267 2F 000000 SF322RC00309
 Standard Number: N6426708RC00309
 123,750.00 TMDE ENG SUPPORT PROGRAM, CODE PE32

MOD 3

100003 (5045.00)
 LLA :
 AC 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00454
 Standard Number: N6426707RC00454
 329,955.00

MOD 05

100001 (23000.00)
 LLA :
 AA 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00433
 Standard Number: N6426707RC00433
 592,054.00, P4 deoblig \$23,000

100007 (3000.00)
 LLA :
 AG 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00459
 Standard Number: N6426707RC00459
 266,560.00

300008 (12500.00)
 LLA :
 AQ 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00467
 Standard Number: N6426707RC00467
 206,780.00 DDG-104 GPETE SCN SUPPORT PROGRAM, SEAL BEACH MS50

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300010 (35500.00)
 LLA :
 AS 97X4930 NH1M 000 77777 0 064267 2F 000000 SB500RC00469
 Standard Number: N6426707RC00469
 732,468.00 CVN GPETE SUPPORT PROGRAM, SEAL BEACH MS50

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [insert “during the term of the contract” or “during the first 30 DAYS of the contract”, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual’s illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as - appropriate. Alternatively, at the Contracting Officer’s discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor’s action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, “Termination (Cost-Reimbursement)”.

GOVERNMENT FURNISHED ITEMS

Government Furnished Equipment (GFE)

Equipment and Property. Government Furnished Equipment (GFE) will be provided to the contractor. Replacement of

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current GFE or acquisition of new equipment will be evaluated on a case by case basis to determine whether it will be GFE or contractor furnished equipment (CFE)

Maintenance. The contractor shall conduct a preventive maintenance program as approved for government furnished equipment. The program shall include written procedures for the test, repair, and calibration of each device, and the frequency at which maintenance checks will be made.

SECURITY REQUIREMENTS

Security classifications of the work to be performed will be unclassified.

NOTE: Foreign nationals may be submitted as candidates for unclassified positions.

Facilities. The government shall furnish the facilities required to house and maintain proper and efficient work areas for data ranging up through Secret.

The contractor shall submit a comprehensive security plan that will ensure compliance with the Industrial Security Manual to ensure proper protection of classified data, material, and equipment. The plan will include, but not be limited to, the physical security and integrity of spaces, the badging of personnel and personnel access control, physical security orientations and briefings, compliance with Navy security regulations, when housed on Navy property.

INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

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

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 2005)

HOURS OF OPERATION AND HOLIDAY SCHEDULE

NAVAL SURFACE WARFARE CENTER, CORONA DIVISION - SEAL BEACH DETACHMENT,

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 NAVAL SURFACE WARFARE CENTER CORONA DIVISION- SEAL BEACH DETACHMENT are:

The Holidays applicable to this contract are:

New Year's Day, 1 January

Martin Luther King's Birthday, Third Monday in January

President's Birthday, Third Monday in February

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Memorial Day, Last Monday in May

Independence Day, 4 July

Labor Day, First Monday in September

Columbus Day, Second Monday in October

Veteran's Day, 11 November

Thanksgiving Day, Fourth Thursday in November

Christmas Day, 25 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.**

PASSES AND BADGES:

All contractor employees shall obtain the required employee passes. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's Government pass and badge shall be returned within 10 days. The contractor personnel shall carry company employment identification with them at all times. Subcontractor employees must register with Security. They will be issued a temporary Government badge and must be escorted by a contractor employee with a permanent badge at all times.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Task Order Manager 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)

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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 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 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

All the provisions of Section I clauses in accordance with Basic SeaPort-e MAC Contract for Cost Plus Fixed Fee apply to this task order plus the following.

52.204-7 Central Contractor Registration (Oct 2003)
52.216-8 Fixed Fee (Mar 1997)
52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
52.222-41 Service Contract Act (1965)
52.223-6 Drug Free Workplace (MAY 2001)
52.228-7 Insurance - Liability to Third Persons (MAR 1996)
52.232-20 Limitation of Cost (Apr 1984)
52.232-22 Limitation of Funds (Apr 1984)
252-223-7004 Drug Free Work Force (SEP 1988)
252.231-7000 Supplemental Cost Principles (DEC 1991)
52.223-5 Pollution Prevention and Right-To-Know Information (AUG 2003)
52.223-10 Waste Reduction Program (Aug 2000)
52.237-02 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.245-4 Government Furnished Property (JUN 2003)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
252.204-7005 Oral Attestation of Security Responsibility (AUG 1999)
252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)
252.245-7001 Report of Government Property (MAY 1994)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of labor (29 CFR Part 4), this clause identifies the classes of service employee expected to be employed under the contract and states the wages and fringe benefits payment to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

The following statement is for INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefit</u>
Shipping/Receiving Clerk	\$13.16	2.63
Material Expediter	\$19.48	3.90
Electronics Technician Maintenance I	\$20.73	4.15
Electronics Technician Maintenance II	\$22.81	4.56
Metrology Technician I	\$25.70	5.14
Metrology Technician II	\$27.13	5.43
Truckdriver Medium	\$18.00	3.60

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DOL WAGE DETERMINATION 05-2048, Rev. 5, dated 07/24/2007

Attachment 2 - DD Form 254 - Contract Security Classification Specification

Exhibit A - CDRL A001