

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-08-D-5347				2. DELIVERY ORDER NO. 7N01		3. EFFECTIVE DATE 2009 Jan 21		4. PURCH REQUEST NO. N66001-09-NR-55028		5. PRIORITY DO-C9	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001				CODE N66001		7. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	
9. CONTRACTOR Applied Management Corporation (AMCORP) 2361 JEFFERSON DAVIS HWY STE ML 111 Arlington VA 22202				CODE 00G03		FACILITY 782411821		10. DELIVER TO FOB POINT BY (Date) See Schedule		8. DELIVERY FOB	
										DESTINATION	
										OTHER	
										(See Schedule if other)	
										11. X IF BUSINESS IS	
										X SMALL	
										12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW	
										X SMALL DISADVANTAGED	
										X WOMEN-OWNED	
										13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G	
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
Applied Management Corporation (AMCORP)											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$285,906.85	
				BY: /s/Rose E Hussak				01/21/2009		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE						g. E-MAIL ADDRESS		FINAL			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE		34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL		35. BILL OF LADING NO.			
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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GENERAL INFORMATION

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This is a task order resulting from solicitation N00024-09-R-3039 for the base period of performance of 12 months..

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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
1001	Labor in Support of Under-Sea Warfare (USW) Systems.(FMS-TK) IAW the PWS (FMS Case #TK-P-L AC)	3894.0	LH	\$254,814.00	\$19,111.00	\$273,925.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	ODC - Travel in support of Under-Sea Warfare (USW) Fire Control Systems.(FMS-TK) IAW the PWS (FMS Case #TK-P-L AC)	1.0	Lot	\$11,981.85

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Option 1-Labor in Support of Under-Sea Warfare (USW)Systems.(FMS-TK) IAW the PWS (FMS Case #TK-P-L AC) Option	3894.0	LH	\$264,752.00	\$19,856.00	\$284,608.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	Option 1 - ODC Travel in Support of Under Sea Warfare (USW) Systems. IAW the PWS (FMS Case #TK-P-L AC) Option	1.0	Lot	\$13,180.04

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B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (5252.216-9200)

FIXED FEE: **\$ 19,111**. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to **(7.50%)** percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "**Limitation of Cost**", the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/SATEMNET OF WORK (DEC 1998((SPAWAR C-301)

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Command is acquiring Engineering Support Services required to develop, fabricate, assemble, program, evaluate, repair, and modify specialized systems and subsystems of Under-Sea Warfare (USW) Fire Control Systems and its related support equipment for Turkish Foreign Military Sales (FMS-Turkey).

2.0 BACKGROUND

The Space and Naval Warfare Systems Center, Pacific (SSC-Pacific), Code 71743, is tasked by NAVSEA, PMS 326, to provide engineering support for the development, sanitation and design of US Navy fielded USW Systems for use on Foreign Military Sales / North Atlantic Treaty Organization (FMS/NATO) Turkey FMS Case: TK-P-LAC (FMS TK) surface combatant platforms. In addition, SSC-Pacific has been tasked to provide engineering technology upgrades related to the MK 432 MOD 5 Test Set / Torpedo Presetter (TSTP), Mk 331 MOD 4 Torpedo Setting Panel (TSP), and MK 309 MOD 2 Control Panel. Accordingly, SSC-PACIFIC is responsible for providing the design, development, test, and demonstration of in-country authorized new weapon requirements and interface capabilities for FMS shipboard applications.

3.0 SCOPE

The contractor shall provide technical and engineering support for Under-Sea Warfare (USW) Fire Control Systems and its related support equipment, in task areas under Technical Requirements; Specification and Design, Fabrication and Integration, Test and Evaluation, Studies and Analysis, and In-Service Engineering Support, each with related functional subtasks.

4.0 PERFORMANCE REQUIREMENTS

As specified in individual orders, the contractor shall perform the following tasks.

4.1 Specification and Design

The contractor shall design systems, subsystems and components for Under Sea Warfare (USW) Systems, including the following:

4.1.1 Develop requirements, specifications and/or designs at the system, subsystem, component level, and/or for hardware/software test aids/interfaces. (FMS TK)

4.1.2 Develop, modify and incorporate software/firmware code to existing and future systems for the incorporation and integration of updated weapon and weapon deployment requirements. (FMS TK)

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4.1.3 Prepare technical data. Including, as a minimum: engineering drawings, design documents, parts lists, technical reports, change proposals, and software documentation. (FMS TK)

4.1.4 Acceptable Quality Level

Acceptable Quality Level will be assessed accordance with clause C-2.

4.1.5 Method of Surveillance

The Government will monitor and assess the Contractor's performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.2 **Fabrication and Integration**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) Systems for FMS/NATO variant USW Systems, including the following

4.2.1 Fabricate, integrate, and assemble systems, subsystems, components, and/or hardware/software test aids/interfaces. (FMS TK)

4.2.2 Develop/modify technical manuals and operator/maintenance manuals. (FMS TK)

4.2.3 Install prototype systems/subsystems/components, production systems, subsystems, and components. (FMS TK)

4.2.4 Acceptable Quality Level

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.2.5 Method of Surveillance

The Government will monitor and assess the Contractor's performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.3 **Test and Evaluation**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) Systems for FMS/NATO variant USW Systems, including the following: (CDRL A004)

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4.3.1 Test systems, subsystems and components. (FMS TK)

4.3.2 Integrate, deploy and operate systems, subsystems and components. (FMS TK)

4.3.3 Develop and maintain test support tools and equipment for system, subsystems, and component tests for USW support and integration. (FMS TK)

4.3.4 Conduct acceptance and integration level tests. Analyze test results and generate analysis reports. (FMS TK)

4.3.5 Develop training plans and materials, conduct training courses, and step-by-step operating procedures for USW system/subsystem and/or component hardware/software. (FMS TK)

4.3.6 Acceptable Quality Level

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.3.7 Method of Surveillance

The Government will monitor and assess the Contractor's performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.4 **Studies and Analysis**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) Systems for FMS/NATO variant USW Systems, including the following:

4.4.1 Perform studies and give recommendations for proposed concepts or enhancements. Prepare updates to concept/enhancement documents. (FMS TK)

4.4.2 Employ latest technological advances related to hardware or software applications. Incorporate the latest technology to the applicable systems and future systems by selecting appropriate specifications for current and projected systems, subsystem, and components and analyze the results. (FMS TK)

4.4.3 Reduce and process raw data by utilizing all available facilities. Use applicable simulations or performance evaluation models to determine the effectiveness of systems, subsystems, and components. Process data gathered from system, subsystem, and concept validation tests. Analyze the results and compare them to results obtained from other similar systems and subsystems and/or simulations and/or performance evaluation models. (FMS TK)

4.4.4 Acceptable Quality Level

Acceptable Quality Level will be assessed in accordance with clause C-2.

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4.4.5 Method of Surveillance

The Government will monitor and assess the Contractor's performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.5 **In-service Engineering Support**

4.5.1 Provide technical assistance for surface combatant USW systems by evaluation, repair, modification and verification. (FMS TK)

4.5.2 Update the current USW fleet hardware/software to the latest technological advances in the field, by the utilization of technology to reduce and minimize component obsolescence. Maintain current fielded systems to form-fit-function, with enhancements to capability, reliability and maintainability. (FMS TK)

4.5.3 Acceptable Quality Level

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.5.4 Method of Surveillance

The Government will monitor and assess the Contractor's performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.6 **Meetings and Documentation**

4.6.1 The Contractor shall participate in meetings and Contractor shall present data, designs, and software/firmware analyses. (CDRLs A001, A005, A007, A011 and A015). (FMS TK)

4.6.2 Participate in meetings. The contractor shall present data, designs and software/firmware analyses. (FMS TK)

5.0 **GOVERNMENT FURNISHED EQUIPMENT/INFORMATION:**

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Access to information at SSC-Pacific or other Government facilities shall be arranged by the Task Order Manager (TOM) or his/her designated technical representative for this task. Access to the information such as documents, computer programs, computer models, databases, and prototype systems shall be provided as Government Furnished Equipment/Government Furnished Information (GFE/GFI) on this task order.

6.0 TRAVEL:

Travel will be required for the performance of the tasks delineated in this statement of work. Estimates of travel requirements including destination, period of travel, number of personnel, and special requirements, if any, is specified below. (FMS TK)

One person, one trip, three days, to Dahlgren, VA

One person, two trip, three days, to Washington, DC

One person, one trip, five days, to Turkey

7.0 PLACE OF PERFORMANCE:

Place of performance shall be at SSC-Pacific Point Loma Facility. Some meetings will occur at other government and commercial facilities.

8.0 MATERIAL

NONE.

9.0 DATA DELIVERABLES

Deliverables under this contract will have been reviewed IAW "DON Policy on Digital Product/Technical Data, ASN RD&A MEMO of 23 OCT 2004 and shall provided be in accordance with the Contract Data Requirements List, CDRL DD Form 1423, as specified in this Task Order.

10.0 SECURITY REQUIREMENTS

Secret clearance in accordance with the attached DD Form 254 is required.

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11.0 QUALITY ASSURANCE

11.1 Quality Assurance. It is the Contractor's responsibility to ensure the quality of all deliverables.

11.2 Inspection. The TOM will perform monthly report reviews. The performance of the Contractor shall be subject to in-process review and inspections.

11.3 Acceptance. The TOM will perform the final review and acceptance of deliverable products.

12.0 METHOD OF SURVEILLANCE

The government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement". The government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The contractor shall be required to correct deficiencies.

13.0 PERFORMANCE BASED CONTRACTING METHODS

The majority of all tasks issued under this procurement will use Performance Based contracting methods. Deliverables will be measured in accordance with the metrics provided in each DD-1423. Task Order performance, as measured against the metrics, will be documented by the contractor in a spreadsheet. This spreadsheet will be submitted as part of the contractor's Monthly Progress Report (CDRL A001). The TOM will track these performance reports and enter a summary of the contractor's ability to meet the metrics in CPARS or other applicable mechanism at contract completion. The clause 52.246-3 Inspection of Supplies and clause 52.246-5 Inspection of Services, as appropriate, shall serve as the Quality Assurance Surveillance Plan (QASP).

14.0 TECHNICAL POINT OF CONTACT:

Task Order Manager (TOM): David T. Cammack, Code 71743, SPAWARSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001 Email: david.cammack@navy.mil

Technical Point of Contact (TPOC): Kevin P. Henry, Code 71743, SPAWARSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001 Email: kevin.henry@navy.mil

Financial Point of Contact (FPOC): David T. Cammack, Code 71743, SPAWARSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001 Email: david.cammack@navy.mil

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C-2 QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

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The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including secret level of security

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, SSC-SD, **Code 83310.**

C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at **Space and Naval Warfare Systems Center Pacific, San Diego (SPAWARSYSCEN Pacific San Diego)** is Monday through Thursday 7:15 AM to 4:45PM and Friday 7:15AM to 3:45 PM with every 7 other Friday a non-work day. . Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

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

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under

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Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

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____ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

____ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

D-308 MARKING OF SHIPMENT (DEC 1999)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:

RECEIVING OFFICER
SPAWARSYSCEN Pacific, San Diego
4297 Pacific Highway, OT, Bldg 7
San Diego, CA 92110-5000

MARK FOR:

Contract # N00178-08-D-5347

Delivery Order # 7N01

Item #: _____

Attn: Code 71743

The receiving office is open for deliveries Monday through Thursday from 6:30 a.m. to 4:00 p.m. and Fridays 6:30 AM to 3:00 PM

D-305 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

SECTION F - DELIVERIES OR PERFORMANCE

F-504 PERIOD OF PERFORMANCE (MAY 1999)

The period of performance for this task order is from date of task order award through **12 months** thereafter.

The period of performance for the following option item is from date of option exercise through **12 months** thereafter.

The above period(s) of performance for the options(s) to extend the term of the task order shall apply only if the Government exercises the options(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

Services to be performed hereunder will be provided at (insert specific address and building etc.)
SPAWARSYSCEN, SSC-PACIFIC, 53560 Hull St. San Diego CA 92152-5001

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SECTION G CONTRACT ADMINISTRATION DATA

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee (CPFF) task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type ¹	COST PLUS FIXED FEE
Issuing Office DODAAC	N66001
Admin DODAAC:	S2404A

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	(Block 6 of DD1155)
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N66001 BLOCK 14 of DD1155)
DCAA Auditor DoDAAC ² :	HAA722
Service Approver DoDAAC ² :	N66001
PAY DODAAC:	HQ0338 (Block 12 of DD1155)

¹ Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

*MOCAS begins with HQ – then do not need LPO. If beginning with "N", enter that code number. If not, leave blank.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN 2200

Address: 53560 Hull Street, San Diego CA 92152-5001

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

G-6 SBA NOTIFICATION

In accordance with the Memorandum of Understanding (MOU) between the Department of Navy and the Small Business Administration (SBA), the successful offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

G-7 TASK ORDER MANAGER

Task Order Manager
David T Cammack, 71743
53560 Hull Street
San Diego, CA 92152-5001
david.cammack@navy.mil
619-553-2859

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Accounting Data

SLINID	PR Number	Amount
1001	2000019680	273925.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000		
Funding Doc No. N0002408WX50775		
For payment info only: Funding ACRN use AA		
3001	2000019680	11981.85
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000		
Funding DOC No. N0002408WX50775		
For payment info only: Use Funding ACRN AA		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

(End of clause)

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the

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affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

(c) issue date of the patent, or filing date of the pending patent application;

(d) the Item, Component, Process, Technical Data, Computer Software or Computer

Software Documentation that will include or disclose the background invention;

(e) the nature of the Contractor's right, title or interest in the background invention;

(f) if the Government or any third part has any right, title or interest in the background invention; and

(g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

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H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the HQ NORAD/NORTHCOM (J21) Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at HQ NORAD/NORTHCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by the HQ NORAD/NORTHCOM (J21) Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to the HQ NORAD/NORTHCOM (J21) Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR

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contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-6 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) 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 and 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 descriptions.

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(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (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 contract 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 Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-8 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.

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; 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 contract shall be considered to include this option clause.

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

I-2 FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement

Attachment 2 - DD Form 1423, Contract Data Requirements (CDRLS)

Attachment 3 - DD Form 254, Contract Security Classification Specification

Attachment 4 - Conceptual Design Drawings