

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-08-D-5347				2. DELIVERY ORDER NO. 7N03		3. EFFECTIVE DATE 2010 Jul 23		4. PURCH REQUEST NO. N66001-10-NR-55002		5. PRIORITY Unrated	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001			CODE N66001	7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)		
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			11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			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	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Applied Management Corporation (AMCORP)				Michael President							
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		\$628,386.00	
				BY: /s/N. S. Graham				07/23/2010 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER		35. BILL OF LADING NO.		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT PARTIAL		31. PAYMENT 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

This procurement is being processed through full and open competition.

For estimating purposes, offerors should propose the following labor categories and hours:

CLIN 4000 - Base period: 8,032

CLIN 4001 - Option 1: 8,032

For estimating purposes, offerors should propose in the following amounts for the ODC/TRAVEL:

CLIN 6000 - Base Period: \$1,523

CLIN 6001 - Option 1: \$1,584

For proposal purposes, offerors shall assume that 100% of the work will be performed at SSC Pacific.

Offerors will be evaluated in accordance with Best Value procedures based on evaluation criteria in Section M.

Offerors must have an accounting system suitable for cost reimbursement contracts, as defined by DCAA. Offerors with accounting system not suitable for cost reimbursement contracts will be considered NOT acceptable.

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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
4000	Engineering Support (RDT&E)		1.0 Lot	\$584,545.00	\$43,841.00	\$628,386.00
4001	Option One Engineering Support (RDT&E) Option		1.0 Lot	\$607,343.00	\$45,551.00	\$652,894.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Engineering Support (RDT&E)		1.0 Lot	\$0.00
6001	Option One Engineering Support (RDT&E)		1.0 Lot	\$0.00

### 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.

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

FIXED FEE: **\$43,841.00**. 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 ( **7.5 %** ) 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.

#### 5252.232-9400 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This task/delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$325,000.00 inclusive of fee. It is estimated that these funds will cover the cost of performance through 22 July 2011. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$325,000.00 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

The unfunded balance is \$956,280.00.

(End of clause)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)**

**Date: 10 February 2010**

#### **PERFORMANCE WORK STATEMENT** **FOR** **ENGINEERING AND DOCUMENTATION SUPPORT FOR UNDER SEA WARFARE** **TACTICAL SYSTEMS**

##### **1.0 SCOPE**

The Department of the Navy, Space and Naval Warfare Systems Command is acquiring engineering technical services and documentation support of specialized technology in Under Sea Warfare (USW) tactical systems engineering, in-service engineering support of current fleet systems and documentation tasking present and future Under Sea Warfare (USW) Systems. Under this Task Order, the contractor shall provide technical engineering and documentation support for Under-Sea Warfare (USW) Fire Control Systems in task areas under Technical Requirements; Specification and Design, Fabrication and Integration, Test and Evaluation, Studies and Analysis, and System Safety/Weapon Certification Support, each with related functional subtasks.

##### **1.1 BACKGROUND**

The Space and Naval Warfare Systems Center, Pacific (SSC-Pacific), Code 71743, is tasked by NAVSEASYS COM IWS5B2A and PEO SUB 404 to provide engineering support for the development and design of surface combatant control systems, including all variants of the Torpedo Setting Panel (TSP) MK 331 Mod 4, Control Panel (CP) MK 309 Mod 2, Torpedo Presetter Test Set (TPTS), MK 432 Torpedo Presetter/Test Set (TPTS), Surface Vessel Torpedo Tube (SVTT) Simulator and electronics interface requirements to enable Anti-Torpedo Torpedo Defense System (ATTDS) and Torpedo Downloader System (TDS) implementation on US Navy surface combatant platforms, engineering services to sanitize and incorporate USW Tactical Systems for Foreign Military Sales (FMS) surface combatant and Naval Air platform applications.

##### **APPLICABLE DOCUMENTS**

In the event of a conflict between the text of this Performance Work Statement (PWS) and the specifications/references cited herein, the text of the PWS shall take precedence. Nothing in the documents/references however, shall supersede applicable laws and regulations, unless a specific exemption has been obtained. The following are for reference only, except where

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**invoked for a specific section of the PWS.**

**Any MIL Documents, used in the individual delivery/task orders, shall have been reviewed IAW DOD 4120.24-M, Defense Standardization Program (DSP) Policies and Procedures, and USD Policy Memo 05-3.**

### **MK 331 MOD 4 TSP**

ICD	WS 33450 Rev 2 CH 1	NTDS/ATM ICD SVTT Mk 32 Mod 19	Feb 2000
IDS	WS 33448/0 Rev 0	NTDS Interface Description Specification. (TSP Mod 3)	Oct 1999
IDS	WS 33448/0 Rev 1	NTDS Interface Description Specification.	Aug 2003
IDS	WS 33448/1 Rev 1 CH 2	ATM Interface Description Specification. (ECP 1664 incorporated)	Jun 2003
IDS	WS 33448/2	Ethernet Interface Description Specification.	Jan 2006
PIDS	WS 33449 CH 1	<b><u>Prime Item Development Specification / With Ethernet</u></b>	<b><u>Jan 2006</u></b>
SRS	WS 33451 CH 3	Software Requirements Specification - NTDS/ATM/Ethernet.	Feb 2006
SVD	0204684 Rev 4	Software Version Description Ethernet with 0211798	Feb 2006
TM	SW189-AK-MMO-010	Description, Operation And Maintenance Manual For Torpedo Setting Panel Mk 331 Mod 4	1 Apr 2002

### **MK 432 Test Set**

OM	ST890-DL-OPI-010/MK 432 MOD 7	Mk 432 Mod 7 Operators Manual	1 Aug 2007
OM	ST890-CY-MMO-010/MK 432 MOD 6	Mk 432 Mod 6 Operators Manual	31 Jul 2003
MM	ST890-B4-MMI-010/MK 432 MOD 6	Mk 432 Mod 6 Maintenance Manual	1 Feb 2005
PIDS	WS 33445	Prime Item Development Specification	Aug 1997
OM	ST890-C4-MAN-010/MK 432 MOD 4	Mk 432 Mod 4 Operators Manual	1 Dec 1998
MM	ST890-C4-MMI-010/MK 432 MOD 4	Mk 432 Mod 4 Maintenance Manual	<b><u>1 Mar 1995</u></b>
PIDS	WS 27285	Prime Item Development Specification	Nov 1987

### **SVTT Simulator**

MM	SW395-AT-MMI-010/SM	SVTT Simulator Operator & Maintenance Manual	10 Oct 2000
MM	WS26516	SVTT Simulator Operator & Maintenance Manual	1 Apr 1991

### **ATTDS**

PIDS	WS 35537	Prime Item Development Specification for Torpedo Setting Panel Mk 331 MOD 4 with Countermeasure Anti-Torpedo	Oct 2009
EICD	WS 35538	Electrical Interface Control Document Between Torpedo Setting Panel Mk 331 Mod 4 And Surface Vessel Torpedo Tubes Mk 32 Mod 20/21	28 Jan 2010
IDS	WS 35539	Interface Design Specification Between Torpedo Setting Panel Mk 331 Mod 4 And Undersea Warfare Control Functional Segment With Tactical Decision Module Of Surface Ship USW Combat System	27 Jul 2009
IDS	WS 35535	Interface Design Specification Between Torpedo Setting Panel Mk 331 Mod 4 and Countermeasure Anti-Torpedo	17 Jun 2009
SRS	WS 35540	Software Requirements Specification For Torpedo Setting Panel Mk 331 Mod 4 with Countermeasure Anti-Torpedo	OCT 2009

### **TDS**

EICD	8243235	Mk 54 TDS Electrical Interface Control Document	17 Sep 2007
SVD	8243236	Software Version Description	25 Jan 2010

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TM	8243237	Torpedo Downloader System Technical Manual	16 Sep 2009
TM	8243238	Torpedo Downloader System Troubleshooting Manual	10 Feb 2010

### **3.0 PERFORMANCE REQUIREMENTS**

The contractor shall perform the following tasks.

#### **3.1 Specification and Design**

The contractor shall design systems, subsystems and components for Under Sea Warfare (USW) tactical systems, including the following: (CDRLs A005, A007, A011 and A015)

**3.1.1 Develop requirements, specifications and/or designs at the system, subsystem, component level, and/or for hardware/software test aids/interfaces. (OPN)**

**3.1.2 Develop, modify and incorporate software/firmware code to existing and future systems for the incorporation and integration of Under Sea Warfare (USW) tactical systems requirements. (OPN)**

**3.1.3 Prepare technical data, including, as a minimum: engineering drawings, design and procedural documents, parts lists, technical reports, change proposals, operators/service manuals and software documentation. (OPN)**

#### **3.2 Fabrication and Integration**

The contractor shall: (A007, A015)

**3.2.1 Fabricate, integrate, and assemble systems, subsystems, components, and/or hardware/software test aids/interfaces. (OPN)**

**3.2.2 Develop/modify technical manuals and operator/maintenance manuals. (OPN)**

**3.2.3 Install prototype systems/subsystems/components, production systems, subsystems, and components. (OPN)**

#### **3.3 Test and Evaluation**

The contractor shall: (CDRL A004)

**3.3.1 Test systems, subsystems and components. (OPN)**

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**3.3.2 Integrate, deploy and operate systems, subsystems and components. (OPN)**

**3.3.3 Develop and maintain test support tools and equipment for system, subsystems, and component tests for USW support and integration. (OPN)**

**3.3.4 Conduct acceptance and integration level tests. Analyze test results and generate analysis reports. (OPN)**

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

### **3.4 Studies and Analysis**

**The contractor shall: (A005)**

**3.4.1 Perform studies and give recommendations for proposed concepts or enhancements. Prepare updates to concept/enhancement documents. (OPN)**

**3.4.2 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. (OPN)**

**3.4.3 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. (OPN)**

### **3.5 In-service Engineering Support**

**3.5.1 Provide technical assistance for surface combatant USW systems by evaluation, repair, modification and verification. (OPN)**

**3.5.2 Update the current USW fleet hardware/software to the latest technological advances in the field, by the incorporation of technology to reduce and minimize component obsolescence and the utilization of current electronic manufacturing techniques. Maintain current fielded systems to form-fit-function, with enhancements to capability, reliability and maintainability. (OPN)**

### **3.6 Meetings and Documentation**

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**3.6.1 The Contractor shall participate in meetings and Contractor shall present data, designs, and software/firmware analyses. (CDRLs A005, A007, A011 and A015). (OPN)**

**3.6.2 Participate in meetings. The contractor shall present data, designs and software/firmware analyses. (OPN)**

### **3.7 Acceptable Quality Level**

**Acceptable Quality Level for each task on this task order will be assessed in accordance with clause C-2.**

### **3.8 Method of Surveillance**

**The Government will monitor and assess the Contractor's performance for all tasks on this task order 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**

### **4.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION:**

**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.**

### **5.0 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. (OPN)**

**One person, one trip, three days, to Washington DC**

### **6.0 PLACE OF PERFORMANCE:**

**Place of performance shall be at SSC-Pacific Point Loma Facility.**

### **7.0 MATERIAL**

**There is no known material requirement.**

### **8.0 DATA DELIVERABLES**



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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.

## 9.0 SECURITY REQUIREMENTS

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

The nature of this task requires access to Secret information. The work performed by the Contractor will include access to unclassified and up to Secret data, information, and spaces. The Contractor will be required to attend meetings classified up to Secret level.

## 9.1 OPERATIONS SECURITY

All work is to be performed in accordance with DOD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD 254.

## 10.0 QUALITY ASSURANCE

10.1 Quality Assurance. It is the Contractor’s responsibility to ensure the quality of all deliverables.

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

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

Corrective Action. Deliverables not in compliance with established quality levels will be returned to the Contractor for corrective action. Re-work hours shall be non-fee bearing. Persistent problems will result in a negative assessment in the Contractor Performance Appraisal Rating System (CPARS). FAR Clause 52.246-5 allows for further actions if the contractor does not meet the required quality standards.

## 11.0 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, shall be documented by the contractor in a spreadsheet. This spreadsheet shall 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

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Inspection of Supplies and clause 52.246-5 Inspection of Services, as appropriate, shall serve as the Quality Assurance Surveillance Plan (QASP).

## 12.0 TECHNICAL POINTS 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](mailto:david.cammack@navy.mil)**

**Technical Point of Contact (TPOC): Jim M. Spawton, Code 71743, SPAWARSYSCEN, SSC-PACIFIC, 53560 Hull Street, San Diego, CA 92152-5001**

**Email: [james.m.spawton@navy.mil](mailto:james.m.spawton@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](mailto:david.cammack@navy.mil)**

## ACRONYM LIST

	Assistant Secretary of the Navy for Research, Development, and Acquisition
ATTDS	Anti-Torpedo Torpedo Defense System
CDRL	Contract Data Requirements List (DD Form 1423-1)
CPARS	Contractor Performance Appraisal Rating System
DD	Department of Defense
DON	Department of the Navy
EICD	Electrical Interface Control Document
FAR	Federal Acquisition Regulation
FMS	Foreign Military Sales funding
FPOC	Financial Point of Contact
	Government Furnished Equipment/Government Furnished Information
IAW	In Accordance With
ICD	Interface Control Document
IDS	Interface Description Specification
MM	Maintenance Manual
OM	Operators Manual
(OPN)	(OPN) funding
OPSEC	Operations Security
PEO Sub	Program Executive Office, Submarines
PIDS	Prime Item Development Specification
QASP	Quality Assurance Surveillance Plan

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<b>SPAWARSYSCEN</b>	<b>Space and Naval Systems Center</b>
<b>SRS</b>	<b>Software Requirements Specification</b>
<b>SSC-Pac</b>	<b>Space and Naval Systems Center Pacific</b>
<b>SSC-PACIFIC</b>	<b>Space and Naval Systems Center Pacific</b>
<b>SVD</b>	<b>Software Version Description</b>
<b>SVTT</b>	<b>Surface Vessel Torpedo Tube</b>
<b>TDS</b>	<b>Torpedo Downloader System</b>
<b>TOM</b>	<b>Task Order Manager</b>
<b>TM</b>	<b>Technical Manual</b>
<b>TPOC</b>	<b>Technical Point of Contact</b>
<b>TSP</b>	<b>Torpedo Setting Panel</b>
<b>TPTS</b>	<b>Torpedo Presetter Test Set</b>
<b>USW</b>	<b>Under Sea Warfare</b>

## **C-2 QUALITY ASSURANCE PLAN**

**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.

### **Performance Standards:**

The deliverables under this task order will be consistently technically accurate. The services delivered under this task order will be consistently of high quality. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

The contractor will be consistently responsive to Government customers in its performance of this task order.

For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

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

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.

Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

### **Remedy**

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 CPAR will reflect the negative evaluation for the applicable Performance Standard.

This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including SECRET.

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 SPAWARSSYSCOM Security Officer.

### **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 SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. 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:**

<u>Name of Holiday</u>	<u>Time of Observance</u>
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 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:**

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- (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.

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-1 SHIP TO INFORMATION**

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 # 7N03  
ATTN: David T. Cammack, 71743  
[david.cammack@navy.mil](mailto:david.cammack@navy.mil)  
619-553-2859

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

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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**

### **CLIN - DELIVERIES OR PERFORMANCE**

4000 23 July 2010 to  
22 July 2011

4001 23 July 2011 to  
22 July 2012

6000 not applicable

6001 not applicable

### **F-1 PERIODS OF PERFORMANCE (DEC 1999)**

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(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.)



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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 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 <sup>1</sup>	Cost Plus Fixed Fee Voucher
Issuing Office DODAAC	N66001
Admin DODAAC:	Block 6 of resulting task order
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
DCAA Auditor DoDAAC <sup>2</sup> :	
Service Approver DoDAAC <sup>2</sup> :	N66001
PAY DODAAC:	Block 12 of resulting task order

<sup>1</sup> Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 ( Services Only)" for fixed price services

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where inspection of services can be performed and documented.

<sup>2</sup> 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 PACIFIC, Code 22000  
Address: 53560 Hull Street, San Diego CA 92152-5001  
Phone: (619) 524-3200  
E-Mail: [tammy.sanchez@navy.mil](mailto:tammy.sanchez@navy.mil)

```
Accounting Data
SLINID  PR Number          Amount
-----
4000    1300156535             325000.00
LLA :
AA 1701810 A46B 253 SASWS 068342 2D 000000 6B0010000000
```

```
BASE Funding 325000.00
Cumulative Funding 325000.00
```

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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.

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

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

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM 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 SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM 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 SPAWARSSYSCOM 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,

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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 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

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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 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the

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Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(d) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

## **H-7 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.

(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-8 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.

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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 (2) years.**

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## **SECTION J LIST OF ATTACHMENTS**

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Attachment 1 - Contract Data Requirements List (CDRLs)

Attachment 3 - Conceptual Design Drawings

Attachment 4 - Cost Summary Format CPFF

Attachment 5 - Supporting Cost Data

Attachment 6 - Relevant Experience Form