

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 18-May-2010	4. REQUISITION/PURCHASE REQ. NO. Close-out Modification	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA COMBAT VEHICLES INDIANAPOLIS EMMETT J. BEAN CENTER, 8899 E. 56TH ST. INDIANAPOLIS IN 46249-5701	CODE S1501A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Next Wave Systems, LLC 12261 E. Casey Hollow Rd. Pekin IN 47165	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4829-FC02		
CAGE CODE 465R8	FACILITY CODE 602283462	[X]	10B. DATED (SEE ITEM 13) 28-Sep-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 18-May-2010	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED 19-May-2010
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

This modification is issued to **1)** reduce the negotiated award and funded values of this task order (TO), **2)** to deobligate excess funds, and **3)** to closeout the TO pursuant to and in accordance with; **a)** Defense Contract Management Agency (DCMA) Notice of Termination effective 20 March 2008, **b)** DCMA Termination Memorandum dated 10 September 2008, **c)** DCMA Termination Supplemental Agreement Number N00178-06-D-4829 FC02/1A executed 27 April 2009, and **d)** Next Wave Systems' voucher number FC02-0428z dated 30 April 2009.

1. NEGOTIATED AWARD AND FUNDED VALUES PER YEAR ARE MODIFIED AS FOLLOWS:

NEGOTIATED AWARD VALUES			
CLIN	FROM	TO	BY
1000	\$	\$	<\$ >
1100	\$	\$	<\$ >
3000	\$	\$	<\$ >
3100	\$	\$	<\$ >
4000	\$	\$	<\$ >
4100	\$	\$	<\$ >
4200	\$	\$	<\$ >
6000	\$	\$	<\$ >
6100	\$	\$	<\$ >
6200	\$	\$	<\$ >
Total	\$	\$	<\$ >
FUNDED VALUES			
CLIN	FROM	TO	BY
1000	\$	\$	<\$ >
1100	\$	\$	<\$ >
3000	\$	\$	<\$ >
3100	\$	\$	<\$ >
4000	\$	\$	<\$ >
4100	\$	\$	<\$ >
4200	\$	\$	<\$ >
6000	\$	\$	<\$ >
6100	\$	\$	<\$ >
6200	\$	\$	<\$ >
Total	\$	\$	<\$ >

2. THE FOLLOWING SLINs ARE HEREBY MODIFIED TO REFLECT DEOBLIGATION OF FUNDS SHOWN HERE AND IN SECTION "B" SCHEDULE OF SUPPLIES/SERVICES AND PRICE:

SLIN	REQ NO	FROM AMOUNT:	TO AMOUNT:	DEOB AMOUNT:
100001	72482741	\$	\$	<\$ >
300001	72689970	\$	\$	<\$ >
300002	72689949	\$	\$	<\$ >
300003	72482743	\$	\$	<\$ >
Total		\$	\$	<\$ >

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3. SECTION F DELIVERABLES OR PERFORMANCE IS HEREBY MODIFIED AS FOLLOWS:

FROM:

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000 9/28/2007 - 9/27/2008
1100 9/28/2008 - 9/27/2009
3000 9/28/2007 - 9/27/2008
3100 9/28/2008 - 9/27/2009

The period of performance for the following award-term items are from date of option exercise through 12 months thereafter, estimated at:

4000 9/28/2009 - 9/27/2010
4100 9/28/2010 - 9/27/2011
4200 9/28/2011 - 9/27/2012
6000 9/28/2009 - 9/27/2010
6100 9/28/2010 - 9/27/2011
6200 9/28/2011 - 9/27/2012

TO:

SECTION F DELIVERABLES OR PERFORMANCE
CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000 9/28/2007 - **03/20/2008**
3000 9/28/2007 - **03/20/2008**

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

1000	Provide non-personal, professional and technical services to provide engineering, technical data, configuration management, software development, field service and life cycle support services for NSWC Crane Code 404's continuing support of the Military Sealift Command's (MSC's) Shipboard Security Module (SSM) Program Support in accordance with the Statement of Work in Section C. Year one of the basic two-year period of performance. (TBD)	1.0 Lot	\$	\$	\$
100001	Incremental funding in support of CLIN 1000 in the amount of \$ less \$ deob Mod # 05 (TBD)				
100002	Incremental funding in support of CLIN 1000 in the amount of \$ less \$ deob Mod # 05 (TBD)				
100003	Incremental funding in support of CLIN				

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1000 in the
amount of
\$ less
\$ deob Mod
05 (TBD)

1100	Not awarded (TBD) Option	1.0 Lot	\$	\$	\$
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3000	Other Direct Cost (ODC) in Support of CLIN 1000 Year One of the two-year basic period of performance. (TBD)	1.0 Lot		\$
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300001	Incremental Funding for ODC CLIN 3000 in the Amount of \$ less \$ deob Mod # 06 (TBD)			
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300002	Incremental Funding for ODC CLIN 3000 in the Amount of \$ less \$ deob Mod # 06 (TBD)			
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300003	Incremental Funding for ODC CLIN 3000 in the Amount of \$ less \$ deob Mod # 06 (TBD)			
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3100	Not awarded (TBD) Option	1.0 Lot		\$0.00
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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	Not awarded (TBD) Option	1.0 Lot		\$	\$	\$
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4100	Not awarded (TBD) Option	1.0 Lot		\$	\$	\$
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4200	Not awarded (TBD) Option	1.0 Lot		\$	\$	\$
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Not awarded (TBD) Option	1.0	Lot	\$
6100	Not awarded (TBD) Option	1.0	Lot	\$
6200	Not awarded (TBD) Option	1.0	Lot	\$

The solicitation POC is:

The Government intends to award a Cost Reimbursement Plus Fixed Fee Award Term type task order. Specific tasking for performance shall be provided to the contractor via issuance of Technical Instructions (TI)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

FOR

**DEFENSE SECURITY SYSTEMS DIVISION NON-PERSONAL PROFESSIONAL
ENGINEERING, TECHNICAL AND MANAGEMENT SUPPORT SERVICES**

SOLICITATION N00164-07-NR-55403

TYPE V

CRANE DIVISION

NAVAL SURFACE WARFARE CENTER (NSWC)

CRANE, IN 47522-5001

Prepared by: Code 4043

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1.0 INTRODUCTION

This Performance Work Statement (PWS) sets forth the requirements for non -personal, professional and technical services to provide engineering, technical data, configuration management, software development, field service and life cycle support services for NSWC Crane Code 404 Defense Security Systems Division's continuing support of the Military Sealift Command's (MSC's) Shipboard Security Module (SSM) Program Support is required in the areas of software programming, testing and validation, installation, upgrades, Configuration Management (CM), laboratory (mock-up) facilities, hardware installation, testing, and warehousing; training; system engineering design/development; and acquisition logistics.

1.1 Background.

The mission of MSC is to provide ocean transportation of equipment, fuel, supplies and ammunition to sustain U.S. forces worldwide during peacetime and in war for as long as operational requirements dictate. During a war, more than 95 percent of all equipment and supplies needed to sustain the U.S. military is carried by sea. MSC provides the sea transportation component for the United States Transportation Command.

Recent crises have reinforced the vital role of MSC as a major contributor in the execution of U.S. national strategy. The command operates ships that provide combat logistics support to U.S. Navy ships at sea; special mission support to U.S. government agencies; prepositioning of U.S. military supplies and equipment at sea; and ocean transportation of Department of Defense cargo in both peacetime and war. Thus, the need to provide protection against piracy and terrorist attacks against MSC assets has received the highest priority. SSM is part of the MSC's overall Shipboard Physical Security (SPS).

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The SSM provides MSC mariners with an integrated physical security system. It is an event -based security system that provides the watch stander a suite of security assessment tools, including:

- Computer-based Hull Perimeter Lighting actuation
- Digital networked real-time and recorded video
- Intrusion Detection System monitoring, and
- Audible Warning System activation

NSWC Crane is tasked by MSC with engineering, acquisition, installation oversight, and program management responsibilities associated with SSM implementation throughout the MSC fleet. Accordingly, Code 404 has teamed with various industry partners to provide MSC with the resources, skills and capabilities required to successfully execute this critical force protection initiative.

1.2 APPLICABLE PARAGRAPHS.

Applicable requirements paragraphs referenced from basic contract are as follows:

- 3.2 Engineering, System Engineering and Process Engineering Support
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support
- 3.6 Software Engineering, Development, Programming, and Network Support
- 3.8 Human Factors Engineering Support
- 3.10 Configuration management (CM) Support
- 3.12 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
- 3.14 Interoperability, Test and Evaluation, Trials Support
- 3.15 Measurement Facilities, Range, and Instrumentation Support
- 3.16 Acquisition Logistics Support
- 3.18 Training Support
- 3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support

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3.21 Administrative Support

1.3 QUALITY ASSURANCE.

The Government will monitor the Contractor's contract work performance under this PWS by requiring progress reports, conducting on-site inspections and inspecting contract deliverables for compliance to Task Order (TO), Task Order Modification (TO Mod) and/or Technical Instruction (TI) requirements.

1.4 CONTRACTOR AND GOVERNMENT MEETINGS.

As determined by the Contracting Officer (KO), the Contractor's representative(s) may be required to meet with the KO and the Task Order Manager (TOM) on a periodic basis.

1.5 ALTERNATE FACILITY PLAN.

None required on this TO.

1.6 CONTRACTOR PERSONNEL REQUIREMENTS.

Contractor personnel requirements as specified in this contract are delineated by labor classification and location. Personnel requirements at the various locations may fluctuate depending upon the requirements of the tasks assigned by TO Mod and/or TI.

1.6.1 Program Management.

The Contractor shall provide plans for Program Management, Contract Management and Operational Management of all assigned tasks. In addition, the Contractor shall develop, implement and maintain a standardized method of tracking and reporting technical and financial information concerning the progress and status of each TO Mod and/or TI issued under this TO. As a minimum the following elements shall be addressed in the Contractor's reports:

Description of the progress made against milestones on current TO and/or TO Mod.

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Problem areas affecting technical or scheduling elements with background and any recommendation for solutions.

Results, positive or negative, obtained relating to previously identified problem areas with conclusions and recommendations for resolution and future avoidance.

Costs expended to date and projection to increase costs; cost overruns and/or decrease in projected costs. Cost reports will be provided for each TI.

1.6.2 Other Personnel Requirements.

The Contractor shall furnish all qualified personnel at the Contractor's liaison facility, Contractor's satellite office, Government facilities, and other locations to accomplish the work requirements specified in the PWS. Specific Contractor personnel requirements for each of the various locations may fluctuate depending upon the tasks assigned by individual TO Mod, TI and/or Travel Authorization (TA).

1.6.3 Control of Contractor Personnel.

The Contractor shall comply with Crane Division security regulations NSACRANEINST 5510.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer and reassignment of Contractor personnel shall be at the discretion of the Contractor and in accordance with the requirements of the TO. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct prior to the TO start date. The Contractor shall furnish the Contracting Officer with a list of Contractor employees who will be located at the liaison facility. The employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be initially provided and updated within forty-eight hours after changes occur.

1.6.3.1 Identification Badges.

Contractor identification badges shall be issued by the Government to Contractor personnel to be located at the liaison facility and/or working on site at NSWC Crane as directed by TO Mod and/or TI. The identification badge shall be visible at all times while employees are on Crane Division

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property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall confirm to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to the Contractor personnel are returned to the Crane Division Security Department within forty -eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, or upon request by the Contracting Officer.

1.6.3.2 Investigations.

Contractor personnel located on Government facilities shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

1.6.3.3 Government Observations.

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. However, these personnel may not interfere with Contractor performance.

1.6.3.4 Security.

The Contractor shall educate and brief Contractor employees concerning the handling and production of classified material and documents, and other security measures as described in the PWS and in DoD 5220.22-M, OPNAVINST 5239.2, and NSACRANEINST 5510.1.

1.6.3.5 Disclosure of Information.

Contractor employees shall not discuss or disclose any information provided them in the work they process to parties other than the originator of the document, Contractor employees also assigned to perform work on the TO, TO Mod and/or TI or authorized Government investigative personnel. For those individuals working with proprietary information, the Contractor shall provide one (1) copy of the employee-signed Non-Disclosure Agreement/Statement to the KO prior to performing work on this TO. The KO will retain one copy for the TO file.

1.6.3.6 Security Clearances.

The Contractor shall conform to the provisions of DoD 5220.22-M and shall provide for obtaining SECRET security clearances for Contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a “need-to-know” shall be given application for

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security clearances. The Contractor shall provide security clearances to NSWC Crane on all employees requiring access to classified information.

1.7 ON-SITE CONTRACTOR REQUIREMENTS.

The Contractor shall abide by applicable Government regulations and instructions while on Government facilities. The following requirements shall be applicable to Contractor personnel performing work at Government facilities and at Contractor's liaison facility(s).

1.7.1 Contractor Satellite Facility.

The Contractor shall establish, staff, and maintain satellite facility(s) for the performance of the majority of work requirements specified in this TO. The Contractor's satellite facility(s) shall be located within proximity of the Crane Division site, such that Contractor personnel's response time to Crane customers' request for a meeting at Crane site shall be within a maximum of one hour from receipt of the request.

1.7.1.1 Safety Requirements.

The Contractor shall ensure that all work will be conducted in a safe manner and comply with Government requirements stated in 29 CFR Part 1910, OPNAVINST 5102.1D, NSWCCRANE 5100.5A, and NSACRANE 11320.2. The Contractor shall provide their personnel with protective clothing and safety equipment, if needed. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The facility utilized by the Contractor will be subject to a yearly Navy Occupational Safety and Health (NAVOSH) compliance inspection as a part of the NAVOSH program. The inspection shall be limited to facility deficiencies and shall not include Contractor operating deficiencies.

1.7.1.2 Work Area Cleanliness.

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

1.7.1.3 Record of Accidents/Incidents.

The appointed safety and health manager for the Contractor shall maintain an accurate record of

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accident/incidents, and shall immediately report to the TOM and/or KO any bodily injury, death, damage to Government property resulting from the activities of the Contractor, his agents and/or employees, IAW NSWCCRANEINST 11240.1 or most recent instruction. Appropriate forms shall be prepared for each reportable accident IAW NSWCCRANEINST 11240.1 or most recent instructions and applicable supplements.

1.7.1.4 Accident Reporting.

The Contractor shall maintain an accurate record of and shall report all accidents to the Security Division of the base the accident occurred on, and the TOM and/or KO, as prescribed by OPNAVINST 5102.1D.

1.7.1.5 Damage Reporting.

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

1.8 PHYSICAL SECURITY.

Contractor personnel as defined by Task Order Modification and/or Technical Instruction shall be required to operate in classified environments that require security clearances up to the Secret level. A Secret security clearance shall be required for some of the positions. The Contractor shall be responsible for safeguarding all Government property provided for contractor use in accordance with DOD 5220.22M and NSACRANEINST 5510.1. At the close of each work day, Government facilities, equipment and materials shall be secured.

1.9 AUTOMATIC DATA PROCESSING (ADP) MEDIA SECURITY LABELS.

All ADP media shall be affixed with the following applicable Standard Form (SF) labels pertaining to national security information: SECRET Label (SF 707), CONFIDENTIAL Label (SF 708), CLASSIFIED Label (SF 709), UNCLASSIFIED Label (SF 710), or DATA DESCRIPTOR Label (SF 711). These non-removable security classification and control labels shall be affixed in a manner that will not adversely affect the operation of the medium or the equipment on which they are used. They shall be placed on the upper left corner of floppy disks or on cases of compact disks so they are conspicuous when inserted into sleeves and disk boxes.

The labels shall also be utilized to mark containers used for storage of all kinds of ADP media, including hard disks that contain information.

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1.10 TRAVEL REQUIREMENTS.

The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. All travel requests for Contractor's travel will be authorized by TOM/KO approved Travel Authorization (TA).

1.10.1 Travel Authorization.

Any travel undertaken by the Contractor for performance of TO Mod, TI and/or TA must have prior authorization by the TOM or KO (as stated in each TO Mod or TI and/or TA).

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1.10.2 Need-to-Know Certification.

When required to obtain access to a Government facility, ship, aircraft or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the TOM for appropriate action.

1.10.3 Boarding Authorization.

The TOM shall provide boarding authorization to Contractor personnel required to perform work on any United States Navy vessel or aircraft, from the Commanding Officer prior to entering the ship or aircraft.

1.11 SOFTWARE COMPATIBILITY.

Data processing equipment, operating system software and applications software packages used in the performance of this contract or produced as a result of this contract shall be compatible with the applications software used at Crane Division, Crane IN. As such the software shall be operable utilizing the Windows 2000 operating system (or latest NMCI Gold Disc) and compatible with those application software packages included on the Navy Marine Corps Internet (NMCI) Contract "Gold Disc" as applicable, unless otherwise specified in the TO, TO Mod and/or TI. Such equipment and software shall be compatible with the Intel-based personnel computer (PC) systems architecture unless contract requirements dictate otherwise. Compatibility with the latest version of the following application software packages is required:

- a. Adobe Acrobat Reader

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- b. Microsoft Word 2003
- c. Microsoft Excel 2003
- d. Microsoft PowerPoint 2003
- e. Microsoft Access 2003
- f. Microsoft Outlook 2003
- g. Microsoft Project 2003
- h. Microsoft SQL Server 7
- i. Microsoft SQL Server 2003
- j. Oracle 8I Database
- m. Internet Explorer 6

The extent of compatibility with Government; compatibility requirements will be specified in each TO Mod and/or TI. Compatibility with the following listing of Government owned Computer Aided Design (CAD) equipment and software is required:

- a. AutoCAD
- b. Solid Edge
- c. Pro E

1.12 DEFINITIONS.

The following definitions apply for the types of support required by this PWS.

1.12.1 Availability.

A measure of system readiness defined as the ratio of system uptime to system uptime plus downtime:

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$$A = \frac{\text{UPTIME}}{\text{UPTIME} + \text{DOWNTIME}}$$

1.12.2 Built In Test/Built In Test Equipment (BIT/BITE).

Test capability or equipment built into a system or built as an integral part of the system to perform organizational level diagnostics.

1.12.3 Compatible.

The interchangeability of data files, i.e., the Government will be able to “read” (on Government equipment) the Contractor’s data files.

1.12.4 Configuration.

The functional and physical characteristics of material as described in technical documents and achieved in a product.

1.12.5 Configuration Audit.

The Government-conducted verification of an item soft compliance with the contract requirements and for consistency with the item’s current configuration identification. Also the Government’s check of the effectiveness of the configuration control and status accounting functions.

1.12.6 Configuration Management.

The engineering management procedures that include the following elements:

- a. Configuration identification
- b. Configuration control
- c. Configuration status accounting

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- d. Configuration audits
- e. Technical Reviews

1.12.7 Configuration Status Accounting.

The reporting and recording of the information that is needed to manage configuration effectively, including a listing of the approved configuration identification, the status of proposed changes to configuration and the implementation status of approved changes.

1.12.8 Task Order Manager (TOM)

An individual appointed in the contract who functions as the technical representative of the Procuring Contracting Officer (PCO) in the administration of a specific contract. TOM duties may include assuring quality; providing technical direction with respect to the specification or PWS; monitoring the progress, effectiveness and quality of Contractor performance; or assisting the PCO, the Contract Administration Office (CAO) or the Ordering Officer in areas where technical expertise is required. The TOM's specific duties will be identified in the contract administration plans.

1.12.9 Drawing.

An engineering document that discloses by means of pictorial or textual presentations, or combinations of both, the physical and functional end product requirements of an item or process.

1.12.10 Engineering Change Proposal (ECP).

A proposed engineering change that affects the current configuration identification or contract specifications.

1.12.11 Field.

A term used to indicate deployed equipment/systems regardless of physical location, i.e., A Field Change Notice.

1.12.12 Integrated Logistics Support (ILS).

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A disciplined, unified and iterative approach to the management and technical activities necessary to integrate support considerations into system and equipment design; develop support requirements that are related consistently to readiness objectives, design and each other; acquire the required support; and provide the required support during the operating and support phase at minimum costs.

1.12.13 On-Site.

A physical location typically on Government property, but which can also be a commercial facility where Government operations are being performed.

1.12.14 Project/Program.

Terms used synonymously at Crane Division to denote a specific organizational structure established to accomplish an assigned task within constraints resulting from manpower resources, funding, schedule, supportability and that is directly responsible to a System Command or Program Director for its performance.

1.12.15 Prototypes.

The first of a class or a series. Any system, fixture or equipment or group of equipment(s) required for Proof-of-Concept or Validation/Verification. This definition is not limited to one (1) item but is of sufficient quantity to prove the Contractor's engineering design concepts and confirm product/process specifications.

1.12.16 Provisioning.

The process of determining the range (which items) and depth (quantity of each) of material required to support and maintain an end item for an initial period of service.

1.12.17 Specification.

A document intended primarily for use in the acquisition process which clearly and accurately describes the functional and/or physical requirements for items, materials and/or services including the procedures by which it will be determined that the contract requirements have been met.

1.12.18 Performance Work Statement (PWS).

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A document by which all non-specification requirements for contractor efforts must be established and defined either directly or with the use of specific cited documents.

1.12.19 Technical Data Package.

A technical description of an item adequate for supporting an acquisition strategy for production, engineering and logistic support. The description defines the required design configuration and procedures required to ensure adequacy of item performance. It consists of all applicable technical data such as drawings and associated lists, specifications, standards, performance requirements, quality assurance provisions, and packaging details.

1.13 ACRONYMS.

The following is a list of acronyms used in this PWS.

ACRN	Accounting Classification Reference Number
ADP	Automated Data processing
AEL	Allowance Equipment List
AIS	Automated Information Systems
ANSI	American National Standards Institute
APL	Allowance Parts List
ARR	Allowance Requirements Register
AT/FP	Anti-Terrorism/Force Protection
BIT/BITE	Built In Test/Built In Test Equipment
CAD/CAM	Computer Aided Design/Computer Aided Manufacturing
CALS	Computer-Aided Acquisition and Logistics Support
CAO	Contract Administration Officer
CD	Compact Disk
CDR	Critical Design Review

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CDRL	Contract Data Requirements List
CFR	Code of Federal Regulations
CI	Configuration Item
CM	Configuration Management
DCAA	Defense Contract Audit Agency
DCN	Design Change Notice
DoD	Department of Defense
DSARC	Defense Systems Acquisition Review Council
ECP	Engineering Change Proposal
EDMICS	Engineering Data Management Information & Control System
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Interference
EMP	Electromagnetic Pulse
FMECA	Failure Modes and Effects Criticality Analysis
FCA	Functional Configuration Audit
FQR	Formal Qualification Review
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
HDBK	Handbook
KO	Contracting Officer
IAC	Indiana Administrative Code
IAW	In Accordance With

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ILS	Integrated Logistics Support
ILSMT	Integrated Logistics Support Management Team
ILSP	Integrated Logistics Support Plan
ISIL	Integrated Support Items List
LCM	Life Cycle Management
LLTIL	Long Lead Time Items List
LORA	Level of Repair Analysis
LRG	Logistic Review Group
LSA	Logistic Support Analysis
LSAR	Logistic Support Analysis Record
MSDOS	Microsoft Disk Operating System
MSDS	Material Safety Data Sheet
MTBF	Mean Time Between Failure
NAVFAC	Naval Facility
NAVOSH	Navy Occupational Safety and Health
NAVSEA	Naval Sea Systems Command
NDI	Non-Developmental Item
NFPA	National Fire Protection Association
NMCI	Navy Marine Corps Intranet
NSWC	Naval Surface Warfare Center
OA	Operational Availability
ODC	Other Direct Cost
OPEVAL	Operational Evaluation
OPNAV	Office of the Chief of Naval Operations

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OSHA	Occupational Safety and Health Administration
PC	Personal Computer
PCA	Physical Configuration Audit
PCO	Procuring Contracting Officer
PDR	Preliminary Design Review
PMS	Planned Maintenance System
POP	Period of Performance
PPL	Provisioning Parts List
PRR	Production Requirements Review
PSD	Program Support Data
PTD	Provisioning Technical Data
PWS	Performance Work Statement
RDT&E	Research, Development, Test and Evaluation
RIL	Repairable Items List
SDR	Systems Design Review
SF	Standard Form
SOP	Standard Operating Procedure
SOVT	System Operational Verification Test
SQL	Structured Query Language
SRR	System Requirements Review
SSP	Strategic Systems project
SSM	Shipboard Security Module
STD	Standard
TA	Travel Authorization

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TD	Technical Directive
TECHEVAL	Technical Evaluation
TI	Technical Instruction
TO	Task Order
TOM	Task Order Manager
TRR	Test Readiness Review
WBS	Work Breakdown Structure

1.14 GOVERNMENT FURNISHED PROPERTY (GFP).

The Contractor will be provided Government property necessary to perform tasks stated in Section 3.0 of this PWS. This shall include, but not be limited to, personal computers/printers with PWS -applicable software, facsimile machines, xerographic equipment, desks and telephones with long distance/voice mail capability for official Government business, as required. All GFP provided to the Contractor shall be accompanied by a TOM approved Government issued property pass prior to taking off Center.

2.0 APPLICABLE DOCUMENTATION

The following documents of the exact issue listed below form a part of this PWS to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of the PWS, the contents of the PWS shall prevail:

29CFR 1910	OSHA Standard for General Industry
DOD 5200.1	Information Security Program Regulation
DOD 5220.22M	Industrial Security Manual for Safeguarding Classified Information
DODINST 5200.28M	ADP Security

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JTR	Joint Travel Regulations (Civilian)
DI-MGMT-80227	Contractor's Progress, Status and Management Report
DI-MISC-80508A	Technical Report- Study/Services

3.0 TASK REQUIREMENTS

As ordered via individual Task Orders (TOs) Task Order Modifications (TO mods) or Technical Instruction (TI) issued hereunder, except as otherwise specified herein, the Contractor shall provide all labor, materials, hardware, software, travel and administrative costs necessary to support and perform the following tasking:

3.1 Installation Support.

The Contractor shall provide technical support for both hardware and software to assist in oversight of SSM installations. This oversight support shall be performed by qualified personnel with substantial experience in SSM installations and with the required technical certifications and capabilities. For technicians: Certified J-STD-001 Requirements for Soldering Electrical & Electronic Assemblies Certified Welding Technologies. Either American Bureau of Shipping (ABS) certified or other Welding certification is fine. The Contractor shall report all activities undertaken in providing installation support in the Monthly Status Report (see CDRL A003).

3.2 Software Support.

3.2.1 Software Programming.

The Contractor shall program the SSM software in accordance with the Government -approved drawings for each SSM ship installation.

3.2.2 Software Test Procedure.

The Contractor shall develop and maintain an SSM software test procedure for Government approval (see CDRL A0011).

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3.2.3 Software Testing and Validation.

The Contractor shall test the SSM software in accordance with the Government -approved software test procedure prior to each SSM ship installation. Testing shall ensure that the software functions as intended, is free from defects and corrupt files, operates with the applicable SSM hardware, and is ready to be installed. The results of this testing shall be documented in a test report to be delivered to the Government (see CDRL A005).

3.2.4 Software Installation.

As determined by the results of completing the laboratory software testing described above, the Contractor shall make all final modifications, corrections, additions, and/or deletions to the software required to ensure it is ready for shipboard installation and operational testing. Any changes, alterations, or modifications made to the software pursuant to this paragraph shall be documented in accordance with paragraph 3.2.5 below. The contractor shall install the software and perform operational testing in accordance with the Government-approved software test procedure. The results of this operational testing shall be documented in an operational test report to be delivered to the Government (see CDRL A005).

3.2.5 Software Reporting/Configuration Management.

The Contractor shall develop and maintain a software reporting and configuration management system. This system shall be sufficiently robust such that the Government will know the exact software baseline, “as-built” configuration of software deployed on each ship, and all software revisions applied to the configuration baseline. This system will reside at the Contractor’s data repository, and the Contractor shall allow Government access to this repository. In addition, the Contractor shall provide periodic backup of all SSM-related data so that catastrophic loss of information does not occur. The Contractor shall provide a security plan which includes backup media to be delivered to the Government (see CDRL A005). Title and ownership of all Government-supplied data within the repository shall remain with the Government and its use shall be limited to that which is consistent with the requirements of this PWS and all applicable terms and conditions of the contract.

3.2.6 Software Laboratory Facility.

The Contractor shall develop and maintain an SSM laboratory facility. This facility will provide a software/hardware test platform that will be utilized during software testing documented in accordance with paragraph 3.2.3 above. In addition, the Contractor can utilize this facility for troubleshooting, design and development, and SSM System training. Upon request by the Government, the Contractor shall provide Government access to the laboratory facility during normal work hours and shall provide work spaces for Government personnel for with a minimum of 3000 square feet of continuous floor space. The Contractor shall provide two office areas collocated with the SSM Laboratory and each having a minimum of 100 square feet of floor space available.

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3.3 Hardware.

3.3.1 Hardware Test Procedure.

The Contractor shall develop and maintain an SSM hardware test procedure for Government approval. (See CDRL A010.)

3.3.2 Hardware Testing and Validation.

The Contractor shall test all SSM hardware prior to installation in accordance with the Government - approved hardware test procedure prior to each SSM ship installation. Testing shall ensure that the hardware functions as intended, is free from defects, operates with the SSM software, and is ready to be installed. The results of this testing shall be documented in a test report to be delivered to the Government (see CDRL A005). Upon request by the Government, the Contractor shall provide Government access to the test facility during normal work hours and shall provide work spaces for Government personnel.

3.4 SSM Training.

3.4.1 Training Plan.

The Contractor shall develop and maintain a training plan for Government approval. This plan shall focus on all aspects of the SSM under Crane's cognizance, and shall include Alteration Installation Team (AIT) personnel, support personnel, and new NSWC Crane Code 404 personnel as required. (See CDRL A012.)

3.4.2 Training Delivery.

The Contractor shall provide training as defined in the Government -approved SSM Training Plan.

3.5 System Engineering Design/Development.

The Contractor shall provide engineering services to improve existing SSM software and hardware. This will assist in the deployment, development, troubleshooting, improvement and overall evolution of

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the SSM product.

3.6 Acquisition Planning and Logistics.

The Contractor shall provide acquisition support, to include, but not limited to, inventory maintenance and management, for SSM-related items specifically identified by the Government.

3.7 Security System-Focused Market Research.

The Contractor shall conduct extensive market research to determine the current status of the Physical Security industry, including the available products, their capabilities, and estimated costs; top industry performers; and the direction technology is heading. The Contractor shall deliver a technical report that outlines these findings and conclusions (see CDRL A005).

4.0 INSPECTION AND REPORTS, DATA AND DELIVERABLES

The Contractor shall provide all data deliverables as defined on the attached Contract data Requirements List (CDRL) Data Items.

As defined by CDRL A003, the Contractor shall submit monthly progress reports by e-mail in the Contractor's format. These reports shall cover work accomplished in the preceding period, work to be accomplished during the next 30 days, and a listing of outstanding problems, action to be taken toward their resolution, and anticipated closure dates for each item. Monthly progress reports will be due by close of business on 10th day of the succeeding month.

In addition, the Contractor shall use phone, e-mail, text messaging, or facsimile to communicate any urgent technical issues. Any communications via this means involving contractual issues will be considered as informal and non-binding by all parties. Any changes to cost, schedule or scope resulting from these discussions will be "at risk" for the Contractor, unless approved in writing by the Government Contracting Officer.

Material procurements and commitments to outside vendors will also be supplied during each reporting

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period, along with a projected schedule for retiring any open commitment(s).

This section identifies the content, format, frequency and delivery points for all data to be delivered under the basic Task Order Performance Work Statement.

4.1 DATA ITEM A001: CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT.

Contract Reference: PWS Paragraph 4.0

Discussion: The Contractor shall prepare and submit a summary and status report on a 6 -month Semester Basis, which summarizes the events, progress and status for the subject award term evaluation. The Contractor shall ensure this report contains an updated employee list identifying full names, security clearance levels, social security numbers, job titles and telephone numbers.

a. Content and format of the report shall be in accordance with DI -MGMT-80227, with the exception of paragraphs 10.3.g and 10.3.h, which are deleted.

b. Distribution Statement F: Applies.

c. Destruction Notice: Applies.

d. The Contractor shall provide one (1) legible copy of contractor's progress, status and management report no later than 30 calendar days after the semester closes.

e. The Contractor shall deliver the data to the Task Order Manager (TOM), Naval Surface Warfare Center, Code 401, Crane IN 47522-5001.

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4.2 DATA ITEM A002: FINANCIAL EXPENDITURES REPORT/ACTIVE.

Contract Reference: Section G

Discussion: The Contractor shall provide the Government one (1) copy of the invoices and (1) copy of the financial report electronically via email and a reproduction copy of CD ROM ensuring each submission is concurrent with the Contractor's invoices, a financial expenditures report in accordance with the format delineated below or in Contractor's format acceptable to the Government.

Distribution Statement F: Applies

Destruction Notice: Applies

c. The Contractor shall provide the detailed cost authorization/expenditures for all active TO Mods/TIs under the subject TO. Once the Contractor has submitted a final invoice to the TO Mod/TI, the requirement for this report will be lifted for that specific TO Mod/TI. The reproducible shall be on CDROM in Microsoft Office software for use on IBM PC or fully compatible units. Electronic media shall be error free and checked for viruses. NOTE: The Government has the option to upgrade disk density and size and software and the Contractor shall ensure continued compatibility. The Contractor shall provide the data no later than 15 calendar days after the close of the bi-weekly billing period concurrent with the contractor's invoices.

d. Data shall be delivered to the TOM, Code 401, NSWC Crane Division, 300 Highway 361, Crane IN, 47522-5001, Telephone 812-854-1572.

e. The Contractor shall ensure the following details are included for each specific TO Mod/TI.

Contractor's full name

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Basic Contract Number and TO Number

Modification Number/TI Number

Calendar dates of the report period

TO Modification/TI Description

Authorized Period of Performance

Customer/Division

Contractor's Manager/Resource Leader

Column titled "Authorized" depicting all authorized labor categories and associated labor hours delineated in the TO, with totals; authorized ODC as delineated in the TO, with totals (hours and costs); total authorized material costs; total authorized subcontractor costs; total fee; and total authorized costs, including fee

Column titled "Cumulative to Date" depicting actual labor hours incurred to date, by authorized labor category, with totals (hours and costs); actual ODC incurred to date as delineated in the TO, with totals; actual material costs incurred to date, actual subcontractor costs incurred to date; actual fee costs incurred to date; total obligations incurred to date; total labor hours and cumulative costs incurred to date

Column titled "Current Period" depicting actual labor hours incurred during the two week period of the report (see item "d" above), by authorized labor category with totals (hours and costs); actual ODC incurred during the two week period of the report

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(see item "d" above) with totals; total of material costs incurred during the two week period of the report (see item "d" above); total of sub contractor costs incurred during the two week period of the report (see item "d" above); total labor hours and total costs incurred during the two week period of the report (see item "d" above).

Percent of authorized funding expended to date

Percent of authorized labor hours expended to date

Total authorized labor hours

Total balance of remaining labor hours

Unfunded costs

Cost funded

Cost and Fee Funded

Balance of Funded Dollars with Obligations

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4.3 .DATA ITEM A003 AUTOMATED FINANCIAL TRACKING AND REPORTING SYSTEM.

Discussion: The Contractor shall provide a web based financial reporting system in a Contractor 's format that is acceptable to the Government. Reports shall be available for printing and downloading to Word or Excel files.

a. Distribution Statement F: Applies.

b. Destruction Notice: Applies

c. The Contractor shall provide the Government with a web based financial reporting system in a Contractor's format that is acceptable to the Government. The database is to be maintained current to within 3 working days. The database shall be available to authorized personnel via the Internet and shall be free of viruses. Authorized personnel will be identified in individual Task Order Modifications/TIs. The database shall be established within 60 calendar days after the award of the TO.

4.4 DATA ITEM A004 TECHNICAL REPORT-STUDY/SERVICE, TRIP REPORT

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Discussion: As required by TI, the Contractor shall provide the Government one (1) copy of the trip report electronically via email within 10 days of completion of travel. Travel will be delineated by the Government as required and provided as GFI. Contractor's format shall be acceptable to the Government.

a. Content and format of the report shall be in accordance with DI -MISC-80508A.

4.5 DATA ITEM A005 TECHNICAL REPORT-STUDY/SERVICE

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Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -MISC-80508A

4.6 DATA ITEM A006 PRESENTATION MATERIAL

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -ADMN-81373

4.7 DATA ITEM A007 CONFERENCE AGENDA

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -ADMN-81249A

4.8 DATA ITEM A008 CONFERENCE MINUTES

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -ADMN-81250A

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4.9 DATA ITEM A009 DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -SESS-81002B

4.10 DATA ITEM A010 OPERATING INSTRUCTIONS

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -MISC-80392

4.11 DATA ITEM A011 COMPUTER PROGRAM END ITEM DOCUMENTATION

Discussion: As required by TI.

- a. Content and format of the report shall be in accordance with DI -IPSC-80590A

4.12 DATA ITEM A012 TRAINING MATERIALS/DOCUMENTATION

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Discussion: As Required by TI.

- a. Content and format of the material shall be in accordance with DI -MISC-80508A

5.0 TRAVEL

The Contractor is authorized to use contract funds to complete assigned tasking. Travel dates and destinations are determined by the Project Manager as schedules develop. For planning purposes the following travel requirements are anticipated.

No.	Persons	Days	From	To
				of trips
2	1	5	Contractor Facility	Washington DC
2	1	14	Contractor Facility	Norfolk, VA
1	1	14	Contractor Facility	Charleston, SC
1	1	14	Contractor Facility	Jacksonville, FL
2	1	14	Contractor Facility	Singapore
2	1	14	Contractor Facility	Sasebo, Japan
2	1	14	Contractor Facility	Diego Garcia, British Indian Ocean Territory
1	1	60	Contractor Facility	Norfolk, VA
1	1	60	Contractor Facility	Charleston, SC
1	1	60	Contractor Facility	Singapore

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1	1	60	Contractor Facility	Sasebo, Japan
1	1	60	Contractor Facility	Boston, MA

6.0 SECURITY

For the requirements of this PWS, the Contractor may be required by individual TO/TO mod/TIs issued hereunder to maintain a clearance level up to and including SECRET. Access to classified information is limited by the security clearance level and need -to-know. All classified material shall be handled in accordance with DoD-approved security practices and procedures.

7.0 POINT OF CONTACT.

The Task Order Manager (TOM) is Ms. Tamba Reed, Code 401TR, telephone 812-854-2848 and the Technical Acquisition POC (TAPOC) is Mr. Mathew Hardman, Code 404, telephone 812-854-2234.

8.0 PLACE OF PERFORMANCE

It is anticipated that the majority of the work effort will be accomplished at Contractor Facility and onboard Naval ships with some work performed at NSWC Crane and military bases within the United States, and worldwide travel locations. It is not necessary for Contractor personnel to occupy Government space completion of tasking defined in the PWS.

9.0 PERIOD OF PERFORMANCE

The ordering period for this PWS shall cover a two -year period, with Government options for three additional award terms of one year.

10.0 PERFORMANCE CRITERIA

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Performance criteria for tasking identified in section 3.0 is listed in the table below. The Performance Assessment Method will be used to evaluate all tasking on this Task Order.

PERFORMANCE CRITERIA	PERFORMANCE STANDARD	PERFORMANCE ASSESSMENT METHOD
Provide deliverables IAW TO Mod/TI in a timely manner	Deliverables provided in a timely manner 95% of the time.	Match actual delivery date to required delivery date
Quality of support.	Quality of support meets or exceeds requirements 95% of the time	Random inspection
Effective management	Facilitate effective performance	Random inspection and meetings between the contractor and TOM
Cost control	Completed within Budget	Verify Financial Expenditure Report

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SECTION D PACKAGING AND MARKING

All provisions and clauses in SECTION D of the basic contract apply to this task order, unless otherwise specified in this task order.

DATA PACKAGING LANGUAGE (5503)

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

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

PROHIBITED PACKING MATERIALS (5512)

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

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423 1). The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified in this task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at DESTINATION.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	9/28/2007 - 03/20/2008
3000	9/28/2007 - 03/20/2008

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified in this task order.

TASK ORDER MANAGER (TOM)

Task Order Manager

300 Highway 361; Bldg. 3373
Crane, IN 47522

SECURITY ADMINISTRATION (5806)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

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

The vendor shall self-register at the web site <https://wawf.eb.mil>.

Vendor training is available on the internet at <https://wawftraining.eb.mil>.

Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293). Select the Cost Voucher within WAWF as the invoice type.

The cost voucher prepares the interim voucher.

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

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

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

PAY DODAAC:	HQ0337
WAWF INVOICE TYPE:	Cost Voucher
ISSUE BY DOCAAC:	N00164
ADMIN DODAAC:	S1501A
DCAA DODAAC:	HAA150
SERVICE PROVIDER:	N00164
INSPECT BY DODAAC:	N/A
SERVICE ACCEPTOR DODAAC:	N00164
LPO DODAAC:	N/A

The contractor shall submit invoices for payment per contract

terms. The contractor shall invoice per ACRN by SLIN (sub -contract line item number).

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The Government shall process invoices for payment per contract terms. Payment is not to be pro-rated across ACRNs. ACRNs are to be paid in accordance with contractor's invoice.

After clicking the submit button a Notice or successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send

More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

TOM Information:

300 Highway 361; Bldg. 3373
Crane, IN 47522-5001

Additional WAWF Information:

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

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

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

Address: _____
Street & number _____
City & State _____
County _____
Zip Code _____

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

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

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

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

(d) The CPARS system requires the Government to assign the

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contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name Phone E-mail Address (optional)

Accounting Data

SLINID	PR Number	Amount
100001	72482741	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003307RCN3111		
TI.# 01		
100002	72689922	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003306RCN3109		
TI#. 02		
100003	72689963	
LLA :		
A2 97X4930 ND2A 310 00033 0 000033 2F 112661 010100031081 (AA)		
Standard Number: N0003307RCN3118		
TI# 03		
300001	72689970	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003307RCN3115		
TI# 03		
300002	72689949	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003307RCN3120		
TI# 02		
300003	72482743	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003307RCN3111		
TI# 01		

BASE Funding
Cumulative Funding

MOD 05

100001	72482741	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003307RCN3111		
TI.# 01		
100002	72689922	
LLA :		
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)		
Standard Number: N0003306RCN3109		
TI#. 02		
100003	72689963	

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LLA :
A2 97X4930 ND2A 310 00033 0 000033 2F 112661 010100031081 (AA)
Standard Number: N0003307RCN3118
TI# 03

MOD 05 Funding
Cumulative Funding

MOD 06

300001 72689970
LLA :
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)
Standard Number: N0003307RCN3115
TI# 03

300002 72689949
LLA :
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)
Standard Number: N0003307RCN3120
TI# 02

300003 72482743
LLA :
A1 97X4930 ND2A 252 00033 0 000033 2F 112661 01010002528C (AA)
Standard Number: N0003307RCN3111
TI# 01

MOD 06 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

1. The contractor's facility supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage

GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

*To be identified upon issuance of Technical Instruction (TI).

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

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

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

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(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction/technical direction letter.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

(1) Comprehensive General Liability: \$ per person and \$ per accident for bodily injury.

(2) Automobile Insurance: \$ per person and \$ per accident for bodily injury and \$ per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$.

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

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216 8) or "INCENTIVE FEE" (FAR 52.216 10), as appropriate, is specified below.

The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST AND FEE	PERIOD OF PERFORMANCE
CLIN 1000	\$	September 28, 2007 to March 20, 2008
CLIN 3000	\$	September 28, 2007 to March 20, 2008

H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

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

* To be completed at time of award and upon execution of each incremental funding modification.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel.

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Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas.

All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of

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this task order.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders.

For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays:

(b) In the event 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) In the event 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 leave or indirect charges in accordance with the company policy.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-

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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 H19.

Award Term Clause

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial awardterm plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each awardterm evaluation period, a brief written self-evaluation of its performance for that period. This selfevaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The awardterm provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

Award Term Plan

1.0 INTRODUCTION This is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the contract.

Award-term contracting is effective when performance metrics are objective, a longterm business relationship is of value to the government and to the contractor, and the expected outcomes are known upfront. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

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The award term will be provided to the supplier through unilateral contract modifications based upon points earned as determined by the TDO.

2.0 ORGANIZATION The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

3.0 RESPONSIBILITIES a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson. b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO. c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis. d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO. e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision. f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, while an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. It is important that the point system be tailored to the particular acquisition. b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period. c. Interim Evaluation Process. Interim evaluations will be conducted at least every six months. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern. d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 25 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points and the total cumulative points. Upon the accumulation of sufficient award-term points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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SECTION I CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252 -2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2006)

52.215-11 Price Reduction For Defective Cost or Pricing Data Modification (OCT 1997)

52.215-13 Subcontractor Cost Or Pricing Data Modifications (OCT 1997)

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

52.219-6 Notice of Total Small Business Set Aside (June 2003)

52.222-41 Service Contract Act (1965)

52.237-2 Protection of Government Buildings, Equipment, (APR 1984) and Vegetation

52.244-2 Subcontracts (AUG 1998)

52.244-5 Competition in Subcontracting (DEC 1996)

52.245-9 Use and Charges (Aug 2005)

DFARS Clauses:

252.225.7001 Buy American Act And Balance Of Payments Program (JUNE 2005)?)

252.225.7002 Qualifying Country Sources As Subcontractors (APR 2003)

252.232-7010 Levies On Contract Payments (SEP 2005)

252.242-7004 Material Management And Accounting System (NOV 2005)

CLAUSES INCORPORATED BY FULL TEXT

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

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(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254 DoD Contract Security Classification Specification (June 6, 2007; 2 pgs.)

Attachment 2 - Customer Satisfaction Survey (August 15, 2007; 1 pg.)

Attachment 3 - Contract Data Requirements List (June 22, 2007; 12 pgs.)