

2. AMENDMENT/MODIFICATION NO.

26

3. EFFECTIVE DATE

27-Dec-2011

4. REQUISITION/PURCHASE REQ. NO.

Deob 71978606 & 71978681

5. PROJECT NO. *(If applicable)*

N/A

6. ISSUED BY

CODE

N00164

7. ADMINISTERED BY *(If other than Item 6)*

CODE

S2404A

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	2 of 55	

services for
Configuration
Management,
Independent
Verification &
Validation, and
Software
Repository
support of
Tactical Software
for the
Expeditionary
Warfare Systems
Division in
accordance with
the Statement of
Work in Section
C. Year 2 basic
period of
performance.
(TBD)

110001 Incremental
funding in the
amount of \$20,000
for labor in
support of CLIN
1000 (ACRN A4)
(TBD)

110002 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A5)
(TBD)

110003 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A6)
(TBD)

110004 Incremental
funding in the
amount of \$33,900
for labor in
support of CLIN
1000 (ACRN A7)
(OTHER)

110005 Incremental
funding in the
amount of \$16,000
for labor in
support of CLIN
1000 (ACRN A8)
(OTHER)

110006 Incremental
funding in the

amount of \$20,000
for labor in
support of CLIN
1000 (ACRN A9)
(OTHER)

110007 Incremental
funding in the
amount of \$35,000
for labor in
support of CLIN
1000 (ACRN B1)
(OTHER)

110008 Incremental
funding in the
amount of \$40,000
for labor in
support of CLIN
1000 (ACRN B2)
(OTHER)

110009 Incremental
funding in the
amount of \$35,000
for labor in
support of CLIN
1000 (ACRN B2)
(OTHER)

~~110010 Incremental~~ Incremental
funding in the
amount of \$58,000
for labor in
support of CLIN
1000 (ACRN B3)
(RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

CONTRACT NO. N00178-05-D-4311	
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26 (TBD)

300002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3000 (ACRN A2)
less deob of
\$4,963.00 on Mod
20 (TBD)

300003 Incremental
funding in the
amount of \$1,300
for ODC's in
support of CLIN
3000 (ACRN A3)
(TBD)

3100	Other Direct Costs (ODC) in support of CLIN 1100 in accordance with the Statement of Work in Section C. Year 2 basic period of performance. (TBD)	1.0	LO	\$1,068,225.00
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310001 Incremental
funding in the
amount of \$4,000
for ODC's in
support of CLIN
3100 (ACRN A5)
(TBD)

310002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B1)
(OPN)

310003 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B2)
(OTHER)

310004 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
3100 (ACRN B3)
less deob of
\$4,000 on Mod #

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	
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- 400005 Incremental
funding in the
amount of \$48,000
for labor in
support of CLIN
4000 (ACRN B5)
(OPN)
- 400006 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN B6)
(PMC)
- 400007 Incremental
funding in the
amount of \$73,697
for labor in
support of CLIN
4000 (ACRN B7)
(OTHER)
- 400008 Incremental
funding in the
amount of \$24,000
for labor in
support of CLIN
4000 (ACRN B7)
(OTHER)
- 400009 Incremental
funding in the
amount of \$15,000
for labor in
support of CLIN
4000 (ACRN B6)
(OTHER)
- 400010 Incremental
funding in the
amount of \$6,300
for labor in
support of CLIN
4000 (ACRN B8)
(OTHER)
- 400011 Incremental
funding in the
amount of \$28,000
for labor in
support of CLIN
4000 (ACRN B9)
(RDT&E)
- 400012 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN C1)
(OTHER)

400013 Incremental
funding in the
amount of \$25,000
for labor in
support of CLIN
4000 (ACRN C2)
(PMC)

400014 Incremental
funding in the
amount of \$25,000
for labor in
support of CLIN
4000 (ACRN C2)
(PMC)

400015 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN
4000 (ACRN C3)
(PMC)

400016 Incremental
funding in the
amount of \$53,186
for labor in
support of CLIN
4000 (ACRN B8)
(OTHER)

400017 Incremental
funding in the
amount of \$18,000
for labor in
support of CLIN
4000 (ACRN B9)
(RDT&E)

4100	Engineering and Technical Support services for Configuration Management, Independent	1.0	LO	\$2,460,087.43	\$112,190.72	\$2,572,278.15
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410001 Incremental
funding in the
amount of \$10,000
for labor in
support of CLIN

accordance with
the Statement of
Work in Section
C. Award Term 3
- Year 5 period
of performance.
(TBD)

420001 Incremental
funding in the
amount of \$92,292

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	12 of 55	

amount of \$5,000
for ODC's in
support of CLIN
6100 (ACRN C7)
(RDT&E)

610005 Incremental
funding in the
amount of \$4,600
for ODC's in
support of CLIN
6100 (ACRN D3)
(OTHER)

610006 Incremental
funding in the
amount of \$3,000
for ODC's in
support of CLIN
6100 (ACRN D2)
(PMC)

610007 Incremental
funding in the
amount of \$930
for ODC's in
support of CLIN
6100 (ACRN D4)
(PMC)

6200 Other Direct 1.0 LO \$1,068,225.00
Costs (ODC) in
support of CLIN
4200 in
accordance with
the Statement of
Work in Section
C. Award Term
3 - Year 5 period
of performance.
(TBD)

620001 Incremental
funding in the
amount of \$2,854
for ODC's in
support of CLIN
6200 (ACRN D4)
(PMC)

620002 Incremental
funding in the
amount of \$5,000
for ODC's in
support of CLIN
6200 (ACRN D2)
(PMC)

620003 Incremental
funding in the
amount of \$2,414
for ODC's in
support of CLIN
6200 (ACRN D6)

(PMC)

620004 Incremental
funding in the
amount of \$2,200
for ODC's in
support of CLIN
6200 (ACRN D7)
(OTHER)

620005 Incremental
funding in the
amount of \$20,000
for ODC's in
support of CLIN

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 STATEMENT OF WORK

1.1 Scope.

This Statement of Work (SOW) defines the requirements for Configuration Management (CM), Independent Verification & Validation (IV&V), and Software Repository support of Tactical Software and/or any Government-owned software. These requirements will apply to all projects requiring said support within the Expeditionary Warfare Systems Division, Code 606, of NSWC Crane.

1.2 Background.

NSWC Crane's Expeditionary Warfare Systems Division, Code 606, serves a modern and sophisticated Navy, as a recognized leader in diverse and highly technical product lines in the areas of electronics and electronic warfare. NSWC Crane is a multi-mission, multi-service product center with both a fleet support and an industrial base mission. Our fleet support mission is performed in a joint, cross-service, and cross-platform environment when possible. The Expeditionary Warfare Systems Division comprises five Branches that include Systems Production and Installation, Systems Interoperability, Air Defense Systems, Command and Con3u2 Systems Production

DODINST 7041.3 Economic Analysis

DODINST 8020.1M Functional Process Improvement

DOD 5220.22M Industrial Security Manual for Safeguarding Classified Information

SECNAVINST 5233.1B DoN ADP Systems Documentation Standards

OPNAVINST 5239.1A CH 1 Department of the Navy Security program for ADP Systems

SECNAVINST 5370.2J CH 1 Standards of Conduct and Government Ethics

NAVWPNSUPCENINST 5370.3E CH 1 Standards of Conduct and Government Ethics

NAVSEAINST 5400.57B Delegation of Technical Responsibility and Authority To Engineering Agents

NAVWPNSUPPCENINST 5510.24A Information and Personnel Security Manual

NAVWPNSUPPCENINST 5530.5A Physical Security and Loss Prevention

3.1 Tactical Software/other Government software

The Contractor shall perform, as specified in each Technical Instruction (TI), tasks associated with, but not limited to, CM, IV&V, and Repository functions/management in support of the NSWC Crane Division, US Navy, US Marine Corps, US Air Force, US Army, US Special Operations Command, Homeland Security, and other DoD agencies. Examples of programs/projects supported shall include, but will are not limited to, Target Location Designation & Hand-Off System (TLDHS), Air Defense Communication Platform (ADCP), Predator Unmanned Aerial Vehicle, and SLQ32 Electronic Countermeasures. The contractor shall furnish all labor, material, facilities, and travel necessary to accomplish the efforts described by this SOW. The government shall have unlimited data and distribution rights to all processes, procedures, plans, schedules, systems and equipment developed under this SOW. Data required from this contracting action shall be delivered in English with applicable numbering in English or metric units. The Government shall have unlimited rights to reproduce and use all data submitted in accordance with all Contract Data Requirements List(s) (CDRL(s)) identified in this SOW.

3.1.1 Use a rigorous configuration management system to control all versions of documents, databases, code under test, test results and reports, and current version of SW loads as released to the user. CONFIGURATION MANAGEMENT TASKS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE FOLLOWING:

ECPs

- Have a documented quality system in place
- Be able to record and track problems
- Allow for continuous, documented process improvement

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 20 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

As requested, the contractor shall provide a Performance Based Statement of Work (SOW). Document shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. Data shall be submitted in accordance with paragraph 8.0 of this document.

5.6 Data Item Trip Report A006

The contractor shall provide a Trip Report within 14 days after completion of trip. Report shall include Cover sheet identifying Contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply. Data shall be submitted in accordance with paragraph 6.13 of this document.

5.7 Data Item Software Configuration Management Plan (SCMP) A007

The contractor shall provide a Software Configuration Management Plan (SCMP) within 30 days of the start of each new FY. The contents shall include, but shall not be limited to, all elements of software CM associated with applicable elements of paragraph 3.1.1 of this SOW. The plan shall include a cover sheet identifying the contract, TO, TI and CDRL Numbers. Distribution Statement D and Export Control Warning apply.

5.8 Data Item Software Release Reports A008

The contractor shall provide monthly software release reports to include a Software Version Description (SVD), Software Product Specification (SPS), Software Users Manual (SUM), and release documentation (requestor, received by, date, item identification, version, quantity, etc.), in accordance with 5.4 above.

5.9 Data Item Quarterly Configuration Audit Reports A009

The contractor shall provide quarterly configuration audit reports that audit compliance with the contractor's approved SCMP in accordance with 5.4 above.

5.10 Data Item Report on review of SW Methodologies A010

The contractor shall provide a quarterly report of reviews of SW Methodologies associated with the development of specific software products in accordance with defined customer requirements. The report shall contain, but shall not be limited to, the number of reviews conducted, projects supported, outcomes, robustness of developers' process, compliance with requirements, etc.

5.11 Data Item Verification and Validation (V&V) Test Plans and final Test Reports A011

The contractor shall provide V&V Test Plans and associated final Test Reports, per project or task. Test plans and test reports shall be formatted in accordance with paragraph 5.4 of this SOW.

5.12 Data Item Software Test Matrix and final Test Reports A012

The contractor shall provide software test matrix and final test report, for each project or task, in accordance with paragraph 5.4 of this SOW.

5.13 Data Item TO Funding Notification Letter B011

The contractor shall provide TO funding notification letter (example attached) in accordance with CDRL B011 (also attached).

The Contractor is hereby required to provide CDRL A004 and the related funding notification letter to the Requiring Technical Activity (RTA); the Contracting Officer Representative (COR); the Contracting Officer (KO), and Mr. Bruce New @ bruce.new.ctr@navy.mil.

6.0 ON-SITE CONTRACTOR REQUIREMENTS.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 21 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

6.1 Key Control.

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be in accordance with the key control requirements set forth in applicable regulations.

6.2 Security.

The work to be performed under this TO as delineated in the TO DD Form 254, involves access to, handling of and generation of classified material up to and including SECRET. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user IDs or passwords or any other knowledge that may be gained, to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all TO employees have proper authority. All classified material shall be processed and protected in accordance with the provisions of this performance work statement and all required instructions and directives in effect concerning the processing of classified material.

6.3 Release of Information.

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

6.4 Privacy Act.

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

6.5 Identification Badges.

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required from the Government to facilitate issuance of identification badges and shall conform 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 appropriate government security personnel following the completion of the TO, relocation or termination of the employee issued an identification badge, or upon request by the Contracting Officer.

6.6 Investigations.

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

These requirements are being procured through a performance based SOW. As required by the Federal Acquisition Regulation (FAR) Part 37.601, this SOW describes the requirements in terms of “what is needed” rather than “how to do it”, uses measurable performance standards, and specifies penalties for poor performance, such as, reductions of fees and/or TO base years when the services do not meet the contract performance standards. The performance criteria, standards, and assessment methods for this effort are included in the following table:

Performance Criteria, Standards, and Assessment Methods

Performance Criteria	Performance Standard (AQL)	Performance Assessment
Progress Reports as prescribed by SOW paragraphs 5.1 & 5.2	Contractor provides progress Reports, complete and free of errors, in a timely manner	Random inspections, customer satisfaction questionnaires, and random internal government audits
QAP, SCMP, SW Release Reports, Config. Audit Reports, SW Method. Reports, V&V Test Plans & Reports, SW Test Matrix & Reports in this SOW	Contractor shall ensure that all documents required as data deliveries by this SOW or a TI, are delivered on schedule and are available for review and audit 95% of the time.	Random inspections, customer satisfaction questionnaires, and random internal government audits of contractor’s compliance
All documents as prescribed by SOW paragraphs 5.0 through 5.12	Contractor shall ensure that all documents are professional in appearance, free of grammatical	

SECTION D PACKAGING AND MARKING

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

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

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 26 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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 on the attached Contract Data Requirements List(s), DD Form 1423.

CLAUSES INCORPORATED BY REFERENCE

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

252.246-7000 Material Inspection and Receiving Report MAR 2003

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 27 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

All provisions and clauses in SECTION F of the basic contract apply to this task order, unless otherwise stated herein.

CLIN - DELIVERIES OR PERFORMANCE

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

1000	7/20/2007 - 7/19/2008
1100	7/20/2008 - 7-19-2010
3000	7/20/2007 - 7/19/2008
3100	7/20/2008 - 7/19/2010
4000	7/20/2009 - 7/19/2010
4100	7/20/2010 - 7/19/2011
4200	7/20/2011 - 7/19/2012
6000	7/20/2009 - 7/19/2010
6100	7/20/2010 - 7/19/2011
6200	7/20/2011 - 7/19/2012

CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP WORK ORDER (AUG 1989)-Alternate I) APR 1984

52.247-34 F.O.B. DESTINATION NOV 1991

DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS (5703)

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

NOTE: Performance beyond 5 April 2009 is contingent upon the successful contractor earning the first award term period under their basic SeaPort-e contract. The first award term period under the basic SeaPort-e contract is from 5 April 2009 through 4 April 2014. Therefore, CLINs 4000, 4100, 4200, 6000, 6100, and 6200 are contingent upon the contractor earning their first award term period under their basic SeaPort-e contract.

TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this task order shall be performed and completed within 1,826 days from the effective date of the task order. The time of performance may not be extended beyond those terms.

SECTION G CONTRACT ADMINISTRATION DATA

detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other methods agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 31 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

order award document. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1.1 PROCURING CONTRACTING OFFICE (PCO) is responsible for:

- a. All pre-award information, questions, or data
- b. Freedom of Information inquiries
- c. Change/question/information regarding the scope, terms or conditions of the task order.
- d. Consent to the placement of subcontracts in accordance with FAR 52.244-2, Subcontracts under Cost-Reimbursement and Letter Contracts.
- e. Issuance of Modifications.

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFAR 42.302 except those delegated to another member or component of the Task order Administration Team.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the task order prior to final payment to the contractor.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

5. CONTRACTING OFFICER REPRESENTATIVE (COR) (Technical) is responsible for:

- a. Issuing Technical Instruction (TI) letters with an adequate description of the work required, and within the scope of the task order. If doubt exists as to whether the task falls within the task order scope of work, contact the PCO.
- b. Ensuring funding is available prior to issuing TI letters.
- c. Security requirements on Government installation.
- d. Monitoring overall quality assurance of services performed, and acceptance or rejection of the services or deliverables. Ensuring contractor compliance with task order quality assurance requirements in accordance with FAR Part 46 as applicable.
- e. Serving as liaison with personnel at the Government installation and the contractor personnel on site.
- f. Providing technical advice/recommendations/clarification on the statement of work and/or TI tasking. Assure that specific technical instructions necessary to perform the work specified in the task order are furnished the contractor. The COR shall be responsible for all Government technical interface concerning the task order.
- g. Providing technical expertise to both the PCO and CAO with regard to technical requirements, and reasonableness of costs incurred.
- h. Approving contractor travel requirements.
- i. Submitting written reports on the performance of the contractor to the PCO. The reports shall address the timeliness and acceptability of the deliverables, the use made of those deliverables/reports, and the effectiveness of the contractor's performance.
- j. Maintaining files. This includes all modifications, government cost estimates, contractor invoices/vouchers,

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 32 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Certificates of Performance, and contractor's monthly status reports. In addition, maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory and maintain appropriate file documentation to support the COR's actions pursuant to this paragraph 5.

k. Monitoring contractor performance using the technique of floor checks to see that inefficient or wasteful methods are not being utilized and, if they are, take reasonable and timely action to alert the contractor and PCO. Contracting surveillance of contractor performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended and alert the Contracting Officer to any perceived difficulties. This includes review of the Contractor's Progress reports and from the COR's personal observations.

l. Assisting the RTA or PCO in reviewing and evaluating contractor estimates to perform work under change orders or modifications and furnish comments and recommendations to the authorized contracting officer.

m. Ensuring that invoices/vouchers are reviewed in an expeditious manner. Ensuring review of Certificates of Performance and all supporting documentation in light of the requirement, progress and other input, both documentary and from personal observation, to determine the reasonableness of the billing, ensuring that the effort was expended toward the completion of the tasking defined in the TI.

n. Alerting the contracting officer of any potential performance problems; and if performance schedule slippage is identified, determine causative factors and report them to the PCO with proposed actions required to eliminate or overcome the causes and to recover the slippage if feasible. Monitor the recovery according to the agreed upon plan, and report significant problems to the PCO.

o. Assuring that appropriate action is taken on technical correspondence pertaining to the task order. This includes the timely submission to the PCO of any contractor or Government requests for change, deviation or waiver, including submission of supporting analysis and other required documentation.

p. Insuring strict compliance with DOD Directive 5500.7 and SECNAVINST 5370.2H regarding standards of conduct and conflict of interest requirements.

q. Track all Government Furnished Information (GFI), Government Furnished Material (GFM) Government Furnished Equipment (GFE), and Government Furnished Facilities (GFF) provided to the Contractor, GFR Developing, establishing, and implementing procedures to ensure that compliance with the requirements of this TAP are met.

The COR shall not:

- Request proposals, negotiate prices, or obligate the Government
- Make changes to the terms and conditions of the task order.
- Authorize the expenditure of funds except as expressly provided in this task order.
- Supervise the contractor's employees.
- Perform any action that would result in the task order being changed from non-personal to a personal services task order.
- Tell the contractor HOW to perform. COR will only communicate WHAT is required of a technical nature.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 33 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SLINID PR Number Amount

100001 20000.00
LLA :
A1 97X4930.NH1J 000 77777 0 000164 2F 000000 66R67B663031
Reqn. No. 71978606

300001 5000.00
LLA :
A1 97X4930.NH1J 000 77777 0 000164 2F 000000 66R67B663031
Reqn. No. 71978681

BASE Funding 25000.00
Cumulative Funding 25000.00

MOD 01

100002 75000.00
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598042

100003 8500.00
LLA :
A3 5763080 176 4662 834130 404130 58200 28021F 667100 FSR:001617 PSR:463464 DSR:227
864 F67100
Standard Number: F2MUBL7074G001 (AA)
Reqn. No. 80598426

300002 5000.00
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598444

300003 1300.00
LLA :
A3 5763080 176 4662 834130 404130 58200 28021F 667100 FSR:001617 PSR:463464 DSR:227
864 F67100
Standard Number: F2MUBL7074G001 (AA)
Reqn. No. 80598447

MOD 01 Funding 89800.00
Cumulative Funding 114800.00

MOD 02

110001 20000.00
LLA :
A4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 CJ79058
Reqn. No. 83303684

110002 16000.00
LLA :
A5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 DJ5P025
Reqn. No. 83408043

310001 4000.00
LLA :
A5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 DJ5P025
Reqn. No. 83408047

MOD 02 Funding 40000.00
Cumulative Funding 154800.00

MOD 03

110003 16000.00
LLA :
A6 97X4930.NH1J 000 77777 0 000164 2F 000000 J7000 DJ71057
Reqn. No. 90152236

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE
N00178-05-D-4311	FC01	26	

MOD 03 Funding 16000.00
Cumulative Funding 170800.00

MOD 04

110004 33900.00
LLA :
A7 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:122111
Standard Number: MIPR F2BDED9048G002 (AA)
Reqn. No. 90912462
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110005 16000.00
LLA :
A8 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:016862 PSR:
583112 DSR:303856
Standard Number: MIPR F2BDED8266G002 (AA)
Reqn. No. 90912474
FUNDING SPONSOR:
653 ELSG/ES, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110006 20000.00
LLA :
A9 5783080 178 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:016862 PSR:
583112 DSR:002019
Standard Number: MIPR F2BDED8056G007 (AA)
Reqn. No. 91342632
FUNDING SPONSOR:
653RD ELSG/ES (ATTN: THOMAS REGAN)
5 ELGIN ST, BLDG 1624, SUITE 308
HANSCOM AFB, MA 01731

110007 35000.00
LLA :
B1 1791810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
Standard Number: N0002409WX30546 (AA)
Reqn. No. 91405764
FUNDING SPONSOR:
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP 1290
WASHINGTON NAVY YD, DC 20376-1290

110008 40000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427308
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

110009 35000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427420
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

310002 5000.00
LLA :
B1 1791810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
Standard Number: N0002409WX30546 (AA)
Reqn. No. 91405766

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	35 of 55	

FUNDING SPONSOR:
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP 1290
WASHINGTON NAVY YD, DC 20376-1290

310003 5000.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 91427438
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

MOD 04 Funding 189900.00
Cumulative Funding 360700.00

MOD 05

110010 58000.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. N. 91571670
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

310004 5000.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. N. 91571671
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

MOD 05 Funding 63000.00
Cumulative Funding 423700.00

MOD 06

400001 61345.00
LLA :
B4 170418048B5B251SAS0400683422D00000015B600000600
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032715 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is
applicable. The Contractor may incur costs for work performed against this SLIN for
365 days from effective date of above modification. The contractor may continue to
invoice after this date, but only for work performed during this 365-day period.

400002 40000.00
LLA :
B4 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032732 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is
applicable. The Contractor may incur costs for work performed against this SLIN for
365 days from effective date of above modification. The contractor may continue to
invoice after this date, but only for work performed during this 365-day period.

600001 4100.00
LLA :
B4 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2
Standard Number: MIPR M9545009RCR8GR9 (AA)
Reqn. No. 92032724 FUNDING SPONSOR: COMMANDER
MARCORSYSCOM 2200 LESTER STREET QUANTICO, VA 22134-6050 Note: 801 Authority is

applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of above modification. The contractor may continue to invoice after this date, but only for work performed during this 365-day period.

MOD 06 Funding 105445.00
Cumulative Funding 529145.00

MOD 07

400003 45670.00
LLA :
B2 5793080 179 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:018196 PSR:
408124 DSR:023016
Standard Number: MIPR F2BDED9041G002 (AA)
Reqn. No. 92920222
FUNDING SPONSOR:
653 ELSG/FM, ATTN: ERIC DORSEY
5 EGLIN STREET, BLDG 1624
HANSCOM AFB, MA 01731

400004 49999.00
LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: MIPR M9545009RCR9DE5 (AA)
Reqn. No. 93235314
FUNDING SPONSOR:
COMMANDER, MARINE CORPS SYSTEMS COMMAND
ATTN: DFM (ERIC D. MORRIS)
2200 LESTER ST
QUANTICO, VA 22134-6050

MOD 07 Funding 95669.00
Cumulative Funding 624814.00

MOD 08

400005 48000.00
LLA :
B5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7000 FJ5P025
Reqn. No. 93455394

MOD 08 Funding 48000.00
Cumulative Funding 672814.00

MOD 09

400006 10000.00
LLA :
B6 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W
Standard Number: MIPR M6785409RC86D13 (AA)
Reqn. No. 00142472

MOD 09 Funding 10000.00
Cumulative Funding 682814.00

MOD 10

400007 73697.00
LLA :
B7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
518317 DSR:204466
Standard Number: MIPR F2BDED0013G003 (AA)
Reqn. No. 00325671

400008 24000.00
LLA :
B7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:
518317 DSR:204466
Standard Number: MIPR F2BDED0013G003 (AA)
Reqn. No. 00325695

MOD 13 Funding 0.00
Cumulative Funding 948997.00

MOD 14

400017 01960041 18000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

410001 01605384 10000.00

LLA :
C4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 FJ5P038
Funding in support of TI 007.

410002 01960066 56000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

410003 02001441 25000.00

LLA :
B6 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W
Standard Number: M6785409RC86D13 (AA)
Funding in support of TI 007.
Note: 10 U.S.C. 2410a Authority does not apply. Funds expire 30 September 2010.
The contractor may continue to invoice after this date, but only for work performed
up through and including 30 September 2010.

600002 01960063 400.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

610001 01960084 1000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.

MOD 14 Funding 110400.00
Cumulative Funding 1059397.00

MOD 15

410004 02247581 10075.00

LLA :
B3 1791319 M7KC 250 67854 067443 2D C2273D 00009RCR9DE5
Standard Number: M9545009RCR9DE5 (AA)
Funding in support of TI 008.
Note: 10 U.S.C. 2410a Authority does not apply. Funds expire 30 September 2010.
The contractor may continue to invoice after this date, but only for work performed
up through and including 30 September 2010.

610002 02507568 1000.00

LLA :
C5 97X4930.NH1J 000 77777 0 000164 2F 000000 J7400 FJ74L61
Funding in support of TI 008.

MOD 15 Funding 11075.00
Cumulative Funding 1070472.00

MOD 16

410005 02657720 17000.00

LLA :
C6 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 0GJ7002
Funding in support of TI 007.

B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.
ACRN INCREASE

610003 02731783 5000.00

LLA :
B9 1701319 M7KC 251 67854 067443 2D C2273D 0RCR0AK2171S
Standard Number: M6785410RCR0AK2 (AA)
Funding in support of TI 008.
ACRN INCREASE

MOD 16 Funding 62000.00
Cumulative Funding 1132472.00

MOD 17

410007 03160709 45000.00

LLA :
C7 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S
Standard Number: M6785411RCR1AD1 (AA)
Funding in support of TI 008.

610004 03160710 5000.00

LLA :
C7 1711319 M7KC 251 67854 067443 2D C2273D 1RCR1AD1171S
Standard Number: MIPR M6785411RCR1AD1 (AA)
Funding in support of TI 008.
(ACRN C7 INCREASE)

MOD 17 Funding 50000.00
Cumulative Funding 1182472.00

MOD 18

410008 03369542 5000.00

LLA :
C8 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P000
Funding in support of TI 007.

410009 03369560 6000.00

LLA :
C9 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P001
Funding in support of TI 007.

410010 03369564 6700.00

LLA :
D1 97X4930.NH1J 000 77777 0 000164 2F 000000 J7300 GJ5P002
Funding in support of TI 007.

410011 03432805 100000.00

LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008.

MOD 18 Funding 117700.00
Cumulative Funding 1300172.00

MOD 19

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4311	FC01	26	40 of 55	

Funding in support of TI 005. (ACRN D3 INCREASE)

MOD 19 Funding 246119.00
Cumulative Funding 1546291.00

MOD 20

100002 (57802.29)
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598042

300002 (4963.00)
LLA :
A2 1781319 74ER 253 SASLM 0 068342 2D 159180 Q31770000010
Standard Number: N0002408WX10879 (AA)
Reqn. No. 80598444

410013 10402386 105000.00
LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008. (ACRN D2 INCREASE)

610006 10402412 3000.00
LLA :
D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M
Standard Number: M6785411RC04J90 (AA)
Funding in support of TI 008. (ACRN D2 INCREASE)

MOD 20 Funding 45234.71
Cumulative Funding 1591525.71

MOD 21

410014 10983827 30070.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010.

420001 11383715 92292.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

610007 11437875 930.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

620001 11437946 2854.00
LLA :
D4 97X4930.NH1J 000 77777 0 000164 2F 000000 J7600 GJ7Q157
Funding in support of TI 010. (ACRN D4 INCREASE)

MOD 21 Funding 126146.00
Cumulative Funding 1717671.71

MOD 22

420002 11670578 100000.00
LLA :
D5 1711109 4640 310 67854 067443 2D 464013 1RC14229171M
Standard Number: M6785411RC14229 (AA)
Funding in support of TI 008.

420003 11861671 52000.00
LLA :
D6 1711109 4181 252 67854 067443 2D 418105 1RC1454916WV
Standard Number: M6785411RC14549 (AA)
Funding in support of TI 010.

NOTE: 10 U.S.C. 2410a Authority does not apply. Funds expire on 31 March 2012.

The contractor may continue to invoice after this date, but only for work performed up through and including 31 March 2012.

420004 11925630 64524.00

LLA :

D7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:518317 DSR:073807

Standard Number: F2BDED0211G001 (AA)

Funding in support of TI 005.

420005 1195945888T Q q 98 D9390X0980.NH1JT Q 77777 ET Q164 20

LLA :

D8 1711109 4640 252 67854 067443 2D 4640B1 1RC14707114K

Standard Number: M6785411RC14707 (AA)

Funding in support of TI 011.

620002 11670591 B5090X0930.NH1JT Q 77777 ET Q164 20

LLA :

D2 1701109 4640 310 67854 067443 2D M67854 1RC04J90171M

Standard Number: M6785411RC04J90 (AA)

Funding in support of TI 008. (ACRN D2 INCREASE)

620003 11861684 2414.00

LLA :

D6 1711109 4181 252 67854 067443 2D 418105 1RC1454916WV

Standard Number: M6785411RC14549 (AA)

Funding in support of TI 010. (ACRN D6 INCREASE)

NOTE: 10 U.S.C. 2410a Authority does not apply. Funds expire on 31 March 2012.

The contractor may continue to invoice after this date, but only for work performed up through and including 31 March 2012.

620004 11925783 2200.00

LLA :

D7 5703080 170 4750 83710F 000000 00000 27423F 503000 F03000 ALD:AA FSR:024617 PSR:518317 DSR:073807

Standard Number: F2BDED0211G001(AA)(AA)

Funding in support of TI 005. (ACRN D7 INCREASE)

620005 119594586732 608 1112 reC5411RC04J90 (AA)

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 42 of 55	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 2339809.11

MOD 26

100001 (5519.10)

LLA :

A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B663031

Reqn. No. 71978606

300001 (5000.00)

LLA :

A1 97X4930. NH1J 000 77777 0 000164 2F 000000 66R67B663031

Reqn. No. 71978681

MOD 26 Funding -10519.10

Cumulative Funding 2329290.01

SECTION H SPECIAL CONTRACT REQUIREMENTS



H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that 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.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to q 98 660.33333 624 135a2S03O8nr812612 Tw Q q 9

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

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

(b) Technical instructions must be within the general scope of work stated in the 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.

CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the c

Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

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

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:

***Refer to "SECTION F & G - CONTRACT ADMINISTRATION DATA".**

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE
----------------------------------	----------------------------	----------------------------------	------

the contractor keeps both years 1 and 2. If contractor scores 25 or higher points in the second year of the basic ordering period (year 2), the contractor earns the first award-term year (year 3). If contractor earns 25 or higher points in the first award-term year (year 3), the contractor earns the second award-term (year 4), and if contractor earns 25 or higher points in the second award-term year (year 4), the contractor earns the third award-term (year 5.) The TO period may also be reduced on the basis of the contractor's performance against the stated performance parameters. If contractor scores less than 15 points in the first year of the basic ordering period (year 1), the contractor will lose the second year of the basic ordering period (year 2).

EVALUATION PERIOD POINTS EARNED BASE YEAR (BY)

AWARD-TERM YEAR (ATY) EARNED

Months 1 – 6	0 – 14	BY 1 Only
Months 1 – 6	15 – 30	BY's 1 and 2
Months 7 – 18	0 – 24	BY's 1 and 2 Only
Months 7 – 18	25 – 30	BY's 1 & 2 and ATY 3
Months 19 – 30	0 – 24	BY's 1 & 2 and ATY 3 Only
Months 19 – 30	25 – 30	BY's 1 & 2 and ATY's 3 & 4
Months 30 – 42	0 – 24	BY's 1 & 2 and ATY's 3 & 4 Only
Months 30 – 42	25 – 30	BY's 1 & 2 and ATY's 3, 4 & 5

Points are awarded during each year of the TO on the basis of how the contractor has performed against the predetermined criteria. The TO period is then extended or reduced to reflect this assessment. The time specified for period of evaluation will insure the Government has sufficient time to solicit and award a new task order should the contractor not earn an award term.

(a) Award Term. The award-term concept is an incentive that permits extension of the TO period beyond the base period of performance for superior performance or reduction of the TO period of performance because of poor performance.

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's

performance. Contractor must earn 25 in any single basic ordering period award year or subsequently awarded award-term year for an additional one-year term extension. Contractor earning less than 15 points in the first year of the basic ordering period (year 1) will lose the second year of the basic ordering period (year 2.)

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award-Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (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 TO performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 5 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 TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award

3.0 RESPONSIBILITIES

a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The

contractor's performance throughout the evaluation period may also contain any information that could be

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	PAGE 53 of 55	FINAL
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FARS & DFARS CLAUSES INCORPORATED IN FULL TEXT

DFARS 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements

(DEVIATION)

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out of* sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

CONTRACT NO. N00178-05-D-4311	DELIVERY ORDER NO. FC01	AMENDMENT/MODIFICATION NO. 26	
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FARS & DFARS CLAUSES INCORPORATED IN FULL TEXT (CONTINUED)

FAR 52.244-2 Subcontracts

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: "Any subcontract exceeding the Simplified Acquisition Threshold (\$150,000), inclusive of subcontractor labor, fees, and ODCs (both travel and material), not previously included in the Prime's accepted proposal."

CONTRACT NO. N00178-05

SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254 DoD Contract Security Classification Specification (Revised)

Attachment 2 - Wage Determination

Attachment 3 - CDRL B011

Attachment 4 - Funding Notification Letter (Example)

Attachment 5 - Final Award Term Letter

Attachment 6 - List of Approved Subcontractors