

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 02-Mar-2010	4. REQUISITION/PURCHASE REQ. NO. Multiple		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 douglas.buffington@navy.mil 812-854-8237	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

NSWC, CRANE DIVISION
300 Highway 361 - Building 64
Crane IN 47522-5001
douglas.buffington@navy.mil 812-854-8237

DCMA MARYLAND
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EG&G Technical Services, Inc. 900 Clopper Road Gaithersburg MD 20878		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4042-FC16
		10B. DATED (SEE ITEM 13) 14-Aug-2009
CAGE CODE 34157	FACILITY CODE 083070925	

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). Incremental Funding MOD, IAW FAR 43.102
<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 ___ 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) Mary T Sturgis, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Mary T Sturgis (Signature of Contracting Officer)	16C. DATE SIGNED 02-Mar-2010
(Signature of person authorized to sign)			

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to (1) add Contract Clause to Section I and (2) add incremental funding to the Labor and ODC CLINs. Accordingly, said task order is modified as follows:

The CLIN structure remains unchanged as follows:

Labor Costs		Other Direct Costs		Period of Performance
CLIN	Amount	CLIN	Amount	
4000		6000		08/14/2009 – 08/13/2011
4300		6300		08/14/2011 – 08/13/2012
4400		6400		08/14/2012 – 08/13/2013
4500		6500		08/14/2013 – 08/13/2014

The total estimated amount of this task order remains unchanged at

(1) CONTRACT CLAUSE

Insert the below clause into Section I Contract Clauses at the bottom of the Section

INSERT CLAUSE:

CLAUSES INCORPORATED BY FULL TEXT

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation) (February 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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 4 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

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 _____ unless additional funds are made available and are incorporated as a modification to this task order.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 6 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Table of Contents

1.0 SCOPE

- 1.1 Background
- 1.2 Applicable Contract Paragraphs

2.0 APPLICABLE DOCUMENTS

3.0 TASK REQUIREMENTS

- 3.1 Research and Development Support
- 3.2 Engineering and Process Engineering Support
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support
- 3.4 Prototyping, Model-Making, and Fabrication Support
- 3.5 Interoperability, Test, and Evaluation Support
- 3.6 Measurement Facilities and Instrumentation Support
- 3.7 Design Documentation and Technical Data Support
 - 3.7.1 Technical Documentation
 - 3.7.2 Data Management
- 3.8 Maintenance and Maintenance Planning
- 3.9 Safety Engineering Support
- 3.10 Quality Assurance (QA) Support
- 3.11 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT)
- 3.12 Waste Disposal Support
- 3.13 Logistics Support
- 3.14 Training Support
- 3.15 Program Support
 - 3.15.1 Contract Monitoring Point of Contact
 - 3.15.2 Program Planning
 - 3.15.3 Meeting Support
- 3.16 Aircraft POD Engineering and Technical Support Services
- 3.17 Architectural and Functionality Support
- 3.18 Component Design and Test Engineering Support
- 3.19 Design Review Support
- 3.20 Circuit Design Support
- 3.21 Design Flow Development Support
- 3.22 Circuit Design Technical Documentation Support
- 3.23 Component Engineering and Technical Support
- 3.24 Technical Analysis
- 3.25 Program Management Support
- 3.26 Missile Electro-Optics Support
- 3.27 Interim Logistics Support
- 3.28 Lean Coordinator
- 3.29 Technical Documentation Support
- 3.30 Reporting

4.0 GOVERNMENT FURNISHED ITEMS

- 4.1 Government Furnished Information (GFI)
- 4.2 Government Furnished Material (GFM)
- 4.3 Government Furnished Equipment (GFE)
- 4.4 Government Furnished Facilities (GFF)

5.0 DELIVERABLES

- 5.1 Technical Report-Study/Services (CDRL A001)
- 5.2 Report, Record of Meeting/Minutes (CDRL A002)
- 5.3 Presentation Materials (CDRL A003)
- 5.4 Revisions to Existing Government Documents (A004)
- 5.5 Maintenance and Maintenance Planning Support (A005)
- 5.6 Integrated Logistics Support (ILS) (CDRL A006)
- 5.7 Training Support (CDRL A007)
- 5.8 Monthly Progress, Status, and Management Report (CDRL A008)
- 5.9 Monthly Funds and Man-Hours Expenditure Report (A009)

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 7 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

5.10 Funding Notification Letter (A010)

6.0 SPECIAL CONDITIONS

- 6.1 Security Classification
- 6.2 License, Certification, and Training
- 6.3 Incremental Funding
- 6.4 Safety and Health
- 6.5 Existing Conditions
- 6.6 Control of Contractor Personnel
- 6.7 Identification Badges
- 6.8 Accident Reporting
- 6.9 Smoking Regulations
- 6.10 Travel
- 6.11 Task Order Manager (TOM)
- 6.12 Requiring Technical Activity (RTA)
- 6.13 Information Non-Disclosure
- 6.14 Release of Information
- 6.15 Privacy Act
- 6.16 Damage Reporting
- 6.17 Non-Personal Services
- 6.18 Hours of Operation
 - 6.18.1 Flextime
 - 6.18.2 Compressed Work Schedule
 - 6.18.3 Closed Days
 - 6.18.3.1 Inclement Weather/Dangerous Conditions
 - 6.18.3.2 Holidays
 - 6.18.4 Work Week

7.0 PERIOD OF PERFORMANCE

- 7.1 Place of Performance

1.0 SCOPE.

The objective of this Statement of Work (SOW) sets forth the requirements for non-personal logistical, technical, engineering, data management, and project management support for the Flight Systems Division of NSWC Crane.

1.1 Background. The Flight Systems Division provides complete life cycle support for the Fleet Ballistic Missile System (FBM) Strategic Weapons System (SWS), storage, maintenance, and deployment of United States and foreign missile assets in support of missile defense testing and associated operations, direct support to NAVSEA navigation equipment, to several DOD programs requiring the use of radiation hardened microelectronics for space and weapons applications (DTRA, MDA, NASA), Failure and Material Analysis support for Private Party and other DoD customers. The Division also provides component-engineering support to NAVSEA, NASA and various other customers. The Division has historically focused on providing support for the Strategic Systems Program (SSP). The Division is currently working to increase Crane's military value in the Strategic Missions Area and help Crane establish National Advocacy in Strategic Missions.

1.2 Applicable Contract Paragraphs.

This Task Order (TO) applies to the following SOW paragraphs of the basic SeaPort Enhanced (SeaPort-e) Multiple Award Contract (MAC):

SOW Para.	SOW Paragraph Description
3.1	Research and Development Support
3.2	Engineering, System Engineering and Process Engineering Support
3.3	Modeling, Simulation, Stimulation, and Analysis Support
3.4	Prototyping, Pre-Production, Model-Making, and Fabrication Support
3.5	System Design Documentation and Technical Data Support
3.6	Software Engineering, Development, Programming, and Network Support
3.7	Reliability, Maintainability, and Availability (RM&A) Support
3.9	System Safety Engineering Support
3.10	Configuration Management (CM) Support
3.11	QA Support
3.12	IS Development, IA, and IT
3.13	Inactivation and Disposal Support

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 8 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.15	Measurement Facilities, Range, and Instrumentation Support
3.16	Logistics Support
3.17	Supply and Provisioning Support
3.18	Training Support
3.20	Program Support

This SOW identifies the required level of Contractor effort in providing independent technical support to the Flight Systems Division, NAVSURFWARCENDIV Crane. It constitutes a part of the Seaport-e MAC vehicle.

2.0 APPLICABLE DOCUMENTS.

The contractor shall perform support tasks in accordance with applicable military standards, handbooks, performance specifications, and non-Government documents, as well as all project specific technical documentation and information as specified herein. Project specific documentation will be provided as Government Furnished Information (GFI) and will include technical manuals, training materials and information, specifications, standards, procedures, processes, drawings, and quality system documents. All applicable documents shall be the latest revision as of the date of TO award. In the event of conflict between these documents and the contents of this SOW, the SOW shall be considered a superseding requirement.

3.0 TASK REQUIREMENTS.

The contractor shall provide qualified personnel to provide services as directed by the Government to meet critical missile support systems requirements, to provide for full strategic asset management, and to provide logistical, technical, and engineering support to Strategic Systems. The contractor shall provide support in the following areas: technical and specialty engineering; test instrumentation; data collection and analysis; hardware and software; supply chain management; facilities management and environmental, safety and health; information management and automatic identification technology resources; maintenance and maintenance planning, logistic planning and forecasting; packaging, packing, handling, and storage, training and training support; support equipment; manpower and personnel; technical documentation; and antiterrorism and force protection vulnerability assessments for Strategic Systems activities. Technical Instructions (TIs) will be utilized to delineate specific efforts when applicable. Functional areas to be supported under this TO are described below.

3.1 Research and Development Support.

The contractor shall perform engineering and technical investigations, technology assessment, and supportability analysis for strategic systems equipment to ensure the serviceability and readiness of assigned missile support systems. The contractor shall explore the feasibility of the development of new missile support systems in support of various program offices within strategic missions focus area. All tests involved in the investigations, assessments, and analysis shall be conducted in accordance with Government (SSP, SMDC, Air Force, NASA and MDA) approved test and evaluation plans. The contractor shall submit technical reports to the Government summarizing findings and recommendations.

3.2 Engineering and Process Engineering Support.

The contractor shall provide engineering and technical support for the development of new missile support systems, and the development of alterations to existing missile support systems; the integration and interface of existing support systems into different applications; and perform evaluations on foreign or non-developmental support systems. The contractor shall provide environmental engineering support for all strategic systems assets. The contractor shall have knowledge on DOT and strategic missile weapons specifications requirements. This knowledge shall include flow down of requirements into specific engineering functions. The contractor shall support the development of interface management tools between multiple vendors. This would include unified modeling environment for coordination/correlation.

3.3 Modeling, Simulation, Stimulation, and Analysis Support.

The contractor shall apply a standardized, rigorous, structured methodology to create and validate a logical representation of strategic systems missile packages and support systems. This includes, but is not limited to, the use of models, emulators, prototypes, simulators, and stimulators to develop data for making management, technical and engineering decisions.

3.4 Prototyping, Model-Making, and Fabrication Support.

The contractor shall assist in the design, development, and fabrication, and provide supply support for prototypes. This effort shall include materiel identification and acquisition. Designs shall be verified through development, fabrication and assembly, and testing of engineering prototypes. The contractor shall develop, design and assist in the acquisition of upgrade prototypes for strategic systems assets to alleviate problems and life-limiting deficiencies. The contractor shall lead the acquisition and development efforts of prototypes for test and evaluation. The

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 9 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

contractor shall develop, design and assist in the fabrication of the prototypes, and shall conduct design reviews on components to establish conformance with mission requirements.

3.5 Interoperability, Test, and Evaluation Support.

The contractor shall ensure that developed missile support systems are properly designed and tested, and that interoperability requirements are met at all levels. The contractor shall ensure new design compatibility, and conformation within existing physical envelopes. The contractor shall evaluate new design operational reliability, maintainability, availability, and supportability, and perform engineering investigations to evaluate design, materiel, and maintenance deficiencies. The contractor shall test and evaluate all asset remanufactures, repairs, redesigns and prototypes. The contractor shall develop all plans and procedures for qualification test and evaluation of redesigns and prototypes to ensure compliance with objectives of technical performance. The contractor shall conduct test and evaluation to support validation of unified modeling environment coordination process develop to support missile support systems.

3.6 Measurement Facilities and Instrumentation Support.

The contractor shall provide technical and engineering support for the operation and maintenance of measurement facilities and test equipments used for all tests and evaluations conducted on strategic systems assets. The contractor shall provide qualified personnel to manage equipment calibration and/or repair.

3.7 Design Documentation and Technical Data Support.

The contractor shall provide design documentation and technical data support in the following areas.

3.7.1 Technical Documentation. The contractor shall provide support in the development and update of strategic systems technical documentation. The contractor shall develop and update Government approved Standard Operating procedures (SOPs) for the operation of the missile support systems. The contractor shall assist in the review, modification, and development of missile support systems equipment technical, maintenance, and other required documentation. The contractor shall make recommendations for changes to these documents with supporting rationale, and, upon Government approval, incorporate the changes. The contractor shall review existing Technical Data Packages (TDP), provided as GFI, for technical accuracy, prepare changes for incorporation to the data package, make recommendations for changes with supporting rationale, and incorporate these changes upon Government approval. All applicable technical data will be provided to the contractor as required as GFI. The contractor shall support meetings and in process reviews for technical documentation development.

3.7.2 Data Management. The contractor shall provide data management support in the areas of data record entry, reproduction, distribution, reporting and verification. The contractor shall provide data management expertise in the development of information management systems. This will include the development, integration, maintenance, and monitoring of database systems and world-wide-web based information systems. The contractor shall provide data entry personnel to add, review, or edit data in the information systems. The data shall consist of data field entry, text, and images gathered through digital means and conversion of data for use by the information systems.

3.8 Maintenance and Maintenance Planning.

The contractor shall perform engineering analyses and technical assessments, consistent with the missile support systems overall mission requirements, of maintenance concepts, plans, and logistic support required at each maintenance level, recommend care in stores procedures, and assist in the administration of warranties for all assigned equipment. The contractor shall update/prepare maintenance plans, and perform RM&A analyses.

3.9 Safety Engineering Support.

The contractor shall serve as the missile support systems Safety and Training officer (S&TO). The S&TO shall be responsible for supporting the administration and execution of the Government approved Safety Plan. The S&TO shall receive Operational Safety and Health (OSHA) training and be capable of executing a personnel training program. The Government is responsible for all safety aspects, and will fund all initial and reoccurring training expenses incurred to ensure that safety awareness and execution are paramount.

3.10 Quality Assurance (QA) Support.

The contractor shall perform quality assurance analyses and prepare planning documentation for strategic systems projects. The contractor shall compile quality assurance data, and develop, prepare, and update quality assurance plans. Technical reports on these analyses shall be submitted to the Government. Quality plan developments and updates shall be submitted to the Government. The contractor shall support and follow established quality systems. All work shall be accomplished using these established quality processes, procedures, and instructions relative to the tasking specified herein.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 10 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.11 Information System (IS) Development, Information Assurance (IA), and Information Technology (IT).

The contractor shall provide information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the requirements of programs within GXM. The contractor shall analyze existing IT and IS databases, web sites, and applications and recommend new or improved interfaces and management tools. The contractor shall perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). The contractor shall implement and maintain web based information systems and links, develop web-site structure, prepare documentation for population, implementation, and maintain web sites. The contractor shall provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations, and support equipment hardware and software that are outside the cognizance of NMCI. The contractor shall conduct IA analyses, develop, recommend, implement, monitor, update, and maintain IA practices, procedures, and equipments within GXM that are outside the cognizance of NMCI.

The contractor shall provide qualified personnel to develop, update, and maintain the following databases and IT systems. The contractor shall provide data management expertise in the development of information management systems. This will include the development, integration, maintenance, and monitoring of database systems and world-wide-web based information systems.

3.12 Waste Disposal Support.

The requirements of this SOW do not include the transportation and disposal of any wastes generated. The contractor shall utilize the services of designated Government contractors for waste transportation and disposal requirements. If the contractor incurs any costs arising out of the transportation or disposal of wastes generated, the Government will reimburse the contractor for such costs. The Government will secure any licenses or other approvals for radioactive materials possessed or used. The Government will secure a hazardous waste generator identification number and sign all shipping documents and manifests required for the transportation and disposal of generated wastes.

3.13 Logistics Support.

The contractor shall provide lead integrated logistics support (ILS), in accordance with MIL-HDBK-502, Acquisition Logistics, and MIL-PRF-49506, Logistic Management Information (LMI). The contractor shall assist in the development and update of ILS documentation. The contractor shall review existing ILS documentation, identify problem areas, and provide recommended revisions to documentation relating to management and/or technical issues. The contractor shall provide qualified personnel to attend meetings or reviews associated with ILS as it applies to the strategic systems projects. The contractor shall prepare presentations and presentation materials on the status of ILS for use by the Government at these meetings. The contractor shall document the proceedings, and complete action items and assignments resulting from these meetings.

-

3.14 Training Support.

The contractor shall provide support for training requirements of Strategic Systems Projects. These training efforts encompass formal and informal training courses, and follow-on training requirements. The contractor shall develop and update training materials. The contractor shall use applicable technical manuals, factory training course materials and any other documentation that is deemed technically accurate and in keeping with the guidelines set forth that would aid in the development of the current lesson plans and manuals.

3.15 Program Support.

The contractor shall provide program support in the following areas:

3.15.1 Contract Monitoring Point of Contact. The contractor shall provide a single point of contact (POC) for contract monitoring of all efforts related to the planning, organizing, budgeting, and direction of the execution of the tasking set forth in this SOW.

3.15.2 Program Planning. The contractor shall update development plans and schedules for Strategic Systems Projects. These plans shall include the scope and purpose of the effort, an outline of recommended evaluations and analyses, schedules, and a Plan of Action and Milestones (POA&M).

3.15.3 Meeting Support. The contractor shall provide qualified personnel to attend meetings or reviews associated with Strategic Systems Projects. These meetings will consist of program reviews, technical interchange meetings, working group meetings, ILS meetings, configuration management meetings, and program assessment meetings. The contractor shall prepare presentations and presentation materials for use by the Government at these meetings. These presentations will consist of viewgraphs, storyboards, or slide presentations (computer based viewgraphs),

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 11 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

addressing selected topics. The contractor shall document the proceedings, and complete action items and assignments resulting from these meetings. The following specific meeting support tasks may be required:

- Coordinate meeting times, locations, and attendees.
- Prepare and provide meeting notifications and agendas.
- Prepare and provide fact sheets, viewgraphs, charts and other technical materials for presentation.
- Record meeting discussions, issues, and action item assignments.
- Prepare action item correspondence for Government review and approval.
- Prepare and distribute finalized minutes with action items and attendee list.

3.16 Aircraft POD Engineering and Technical Support Services.

The contractor shall provide engineering and technical support for the development of requirements for new systems display specifications, generate pilot kneeboards for each planned flight, perform pilot briefings and/or debriefings, develop and perform Pilot Training for Surveillance and experiment flight profiles, provide support with flight series planning and technical interfaces with the 40th Flight Test Squadron and Boeing, perform preflight and real-time coordination with FAA and range scheduling for airspace or mission changes, developing detailed flight profiles with specific mission objectives, testing and evaluation of various engineering related tasks for the Development and Test Phase of the Fleet Ballistic Missile Guidance Aircraft Test Capability. The contractor will provide technical engineering and interface support for F-15/Trident Aircraft Pod test performed as part of the Service Life Evaluation (SLE) Surveillance program and for development of new tests and capabilities in support of the Enhanced Ground Test (EGT) effort. The contractor will provide coordination and support onsite at Eastern Range (ER) during the Aircraft Pod Surveillance test flights. The contractor will also interface with 40th Fighter Squadron (FTS), Boeing, Cape Canaveral Air Station Range, Naval Ordnance Test Unit (NOTU) and Federal Aviation Administration (FAA) for planning, scheduling and coordination of flights associated with the deployments. Specific tasking is as follows:

- Engineering Analyses and Studies – The contractor shall evaluate proposed engineering changes to pilot, aircraft, aircraft data, and aircraft-to-pod interfaces, perform a flight test data review and analysis, and investigate and resolve issues in the area of equipment performance and reliability. The contractor shall submit these findings to the government along with any assumptions made or rationale used in arriving at conclusions.
- Design Engineering – The contractor shall support development and prototype production; support design validation testing; prepare technical data to support documentation; and perform estimates of flight limitations of new equipment.
- Testing and Evaluation – The contractor shall support test and evaluate all strategic systems associated equipment. These tasks will include, but not limited to, development of new flight profiles or modifications to existing tests/profiles, definition of test implementation, implementation of new tests or profiles, generate flight plans, pilot kneeboards, and briefing documents, preparing inputs for test plans, reviewing test plans and procedures, conducting or monitoring equipment testing, analyzing test results, determining valid recommendations and conclusions based on test data, and the preparation of inputs to the formal reports.
- Program Reports – Program Status reports shall be prepared by the contractor and submitted to the government and shall be in narrative form with graphics as appropriate to better define the information. Information included in the Program reports include: Technical notes, revised aircraft test concepts, inputs to Flight Test Reports, kneeboards for each flight series, draft annex to Operational Requirements at Cape Canaveral.

3.17 Architectural and Functionality Support.

- The contractor shall provide engineering and technical support for the development and evaluation of the Strategic Systems Missile architectural design. Additionally, the contractor shall review and analyze manufacturing processes and provide a report to the Government on their usability in relation to the design and functional support of the Fleet Ballistic Missile.
- The contractor shall conduct design reviews to ensure that any changes to the architectural design, conforms to the contract and mission requirements for the Fleet Ballistic Missile. This includes, but is not limited to, analyses to identify potential impacts on performance, reliability, maintainability, and cost. The contractor shall participate with the government in design review meetings as required. The contractor shall provide a written evaluation of design or design changes along with the rationale for evaluations after completing the analysis specified by the TO.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 12 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.18 Component Design and Test Engineering Support.

- The contractor shall provide Component Design and Test Engineering Support for programs, projects, and operations. This support shall include, but not be limited to, principles and practices applicable to the full range of engineering duties involved in design, development and testing of discrete components including integrated circuits (analog and digital) and the full range of electronic components (e.g., resistors, capacitors, relays, etc.).
- The Contractor shall provide engineering and technical support for the radiation test, evaluation, and radiation hardness analysis of space and missile microelectronic components. The Contractor shall also support all project related testing/validation efforts. Utilizing GFI/GFE, the Contractor shall perform component-level radiation effects testing on such items as transistors, various analog components, and digital components (complex IC's, FPGA devices, etc). Module and assembly-level testing shall also be performed.
- The Contractor shall plan, execute, analyze, interpret and report the results of radiation testing on missile components such as transistors, various analog components, and digital components (complex IC's, FPGA devices, etc).
- The Contractor shall develop and recommend for approval radiation hardening test plans for missile system, subsystem, equipment and component from program requirements and information provided by the Government.
- The contractor shall track task progress and identify blocks and other schedule impacting problems along with perform automated tests and associated test development tasks in accordance with existing procedures as required.
- The contractor shall participate in meetings and briefings to support the NAVSURFWARCENDIV, Crane, Strategic Systems Program and develop test hardware and software for prototype integrated circuits. The contractor shall report all progress and status in the monthly report.

3.19 Design Review Support.

This task includes participating in Preliminary Design Reviews (PDR) and Critical Design Reviews (CDR) of analog circuit designs. These reviews will occur at various locations – including Honeywell SSEC, Intersil, Crane, Draper Lab, Lockheed-Martin, Raytheon, and Spawar-SSCSD. The analog designs will be fabricated using CMOS and bipolar processes. These activities will include:

Participation in scheduled telephone conferences with design team members.

Evaluation of circuit specifications, topologies, and associated design schedules during the PDR phase.

Analysis of circuit designs during intermediate and final design reviews. Circuit topology, simulation results, and physical layout data will be evaluated for consistency with design specifications.

Preparation and review of test plans.

3.20 Circuit Design Support.

This task includes all activities associated with the design of analog and mixed-signal circuits identified in the part-list. This work will be accomplished using a design team approach. Circuit design support tasks will include the following activities:

Analysis of target specifications and selection of suitable circuit topologies.

Schematic entry and simulation of circuits using standard design tools.

Interaction with layout engineers to achieve physical implementation of circuit schematics.

Support test engineers in the development of test plans and procedures for designed circuits.

Support reliability-engineering analysis of designed circuits.

3.21 Design Flow Development Support.

This task consists of activities related to the evaluation and enhancement of “in-house” design flows used with processes from strategic systems candidate foundries.

3.22 Circuit Design Technical Documentation Support.

This task includes the preparation and/or review of technical documentation describing:

Circuit operation – description and theory of operation for analog and mixed-signal circuits.

Circuit simulation archive – description of archived circuit design database and resimulation instructions.

Circuit specifications – description of the salient characteristics of analog and mixed-signal circuits.

3.23 Component Engineering and Technical Support.

The contractor shall provide engineering support to the EPC/PWB team including, but not limited to,

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 13 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

providing input to the establishment of the Class 2 documentation required of suppliers, performing audits/assessments of those same suppliers, and participating at scheduled EPC meetings.

The contractor shall provide engineering support to the discrete semiconductor and passive components team including, but not limited to, providing input for design, materials, and performance characteristics for all specified quality levels. The contractor shall participate in weekly telephone conferences with the engineering team.

The contractor shall provide input into the vendor survey process pertaining to production readiness reviews. The contractor shall create and review white papers and track survey attendance.

3.24 Technical Analysis.

The Contractor shall assist NSWC Crane in performing electrical and mechanical evaluation and analysis of potential repair assets, including the development of initial test and inspection techniques and procedures. The Contractor shall also provide recommendations for test equipment to be used to perform the evaluation.

The Contractor shall provide technical expertise to assist NSWC Crane to investigate and analyze systems and component failures. Investigations and analyses will be performed on system and subsystem equipment's for the Strategic Systems projects. Failure trends and causative factors shall be recorded and maintained in documentation and this data shall be used to determine the future potential impact to operations and supportability of the systems and subsystems. Analysis reports and recommendations shall be submitted describing the failure analysis, trends observed and corrective actions necessary for resolving potential adverse impacts to these programs.

3.25 Program Management Support.

The contractor shall provide Program Management Support for programs, projects, and operations. This support shall include, but not be limited to, document management, generation, reproduction, and distribution.

Analyze the entire set of branch processes currently associated with performing component testing. Assist in the documentation of these processes.

Develop, review, and update plans including schedules to evenly workload the various work cells utilized to perform component testing. Plans and schedules shall take into account the capacities and throughput of the various equipments and other resources contained within these work cells.

Coordinate with the various project and engineering leaders within the branch to optimize process and/or workflow. Ensure that all schedule-impacting details are addressed.

Track task progress and identify bottlenecks and other schedule impacting problems.

Provide acquisition and supply support for the materials and piece parts such as sockets and load boards required by engineering for scheduled and/or planned component testing.

Perform automated tests and associated test development tasks in accordance with existing procedures as required.

Participate in meetings and briefings to support the NAVSURFWARCENDIV, Crane, Strategic Systems Program.

Perform computerized data entry tasking to assist with engineering studies and test data characterization efforts as needed.

The contractor shall report progress and status in the monthly report.

3.26 Missile Electro-Optics Support.

The contractor shall provide full support, including the research, development, test, evaluation, acquisition, manufacturing and life-cycle support of electro-optical systems, modules, and components as it pertains to Strategic Programs. This includes but is not limited to lasers and laser applications in telecommunications, photonics and optoelectronics, information processing, and material processing; materials and devices with improved or fundamentally new optical properties; optics design and fabrication; non-destructive optical measurements and sensing; scientific high definition imaging of the visible and infrared; image processing; two and three dimensional display technologies; and psychology and physiology of visual perception.

3.27 Interim Logistics Support.

The Contractor shall support the receipt, material handling, and inventory management and control of customer material items.

The contractor shall maintain an information system to support the operations of the material management support tasking.

Support shall include, contact with on-Center and off-Center personnel to identify shipping and verify shipping manifests, and perform physical inventory, handling, storage, and coordination of all material

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 14 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

transactions.

Various types of material can/will be included in the overall mix of items and will require a variety of material handling techniques.

The contractor shall provide personnel certified to operate various vehicles and equipment needed to transport materials. This includes, but is not limited to vehicles requiring the possession of a commercial driver's license.

3.28 Lean Coordinator.

The contractor shall organize and lead Value Stream Analysis, Rapid Improvement, and 3P Team meetings, conferences, or initiatives in support of Flight Systems Division requirements. Tasks could include, but are not limited to, leading internal project teams in initiating, planning, controlling, and executing Lean tasks from initiation to closure. The contractor may also provide data record entry, reproduction, distribution, and reporting of Lean documentation.

3.29 Technical Documentation Support.

The contractor shall develop and review technical manuals, operations and maintenance procedures, and test procedures.

The contractor shall support verification/validation of technical manuals through on-site reviews.

The contractor shall attend technical reviews and document proceedings.

3.30 Reporting.

Results shall be reported in the Contractor's monthly status report.

The contractor shall process receipts for all accounts of material and perform general filing.

4.0 GOVERNMENT FURNISHED ITEMS.

4.1 Government Furnished Information (GFI).

The Government will provide all applicable technical documentation and information to the contractor as GFI at the request of the contractor with issuance of a Technical Instruction letter.

4.2 Government Furnished Material (GFM).

GFM will be provided with issuance of a Technical Instruction letter when the contractor has a requirement for special or specific Government material in the performance of specific tasking.

4.3 Government Furnished Equipment (GFE).

The Government will provide, as GFE, all tools, equipment, computing resources, and vehicles required for the accomplishment of the tasks set forth in this SOW. The Government will provide local telephone service for the contractor when performing on-site. Long distance and Federal Telephone System (FTS) calls shall be made only when necessary for the performance of work under this SoW. The contractor is advised that the Government requires certification of toll calls and FTS calls as being official under the terms of this contract. Non-official calls will be billed back to the contractor.

4.4 Government Furnished Facilities (GFF).

The Government will provide on-site facilities for performance of the tasking of the SoW.

All GFI, GFM, and GFE provided to or acquired by the contractor shall be returned to the government upon completion of assigned tasking.

5.0 DELIVERABLES.

All deliverables shall be completed and submitted in accordance with the requirements listed below. Final copies of deliverables shall be distributed to the following:

Task Order Manager (TOM):

Steve Stahl

Email: steven.stahl@navy.mil

Telephone: (812) 854-6389

Requiring Technical Activity (RTA)

Phil Smith

Email: phillip.m.smith@navy.mil

Telephone: (812) 854-6816

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 15 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.1 Technical Report-Study/Services (CDRL A001). The contractor shall provide the Government with engineering and technical reports. Contractor format is acceptable.

Deliverables: Engineering and technical reports shall provide the Government with fully documented results of studies, investigations, experiments and analyses performed. Reports include summaries, recommendations, status, trip reports, and any other required report.

Frequency: As Required. The Government shall provide notification of all required reports and associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.2 Report, Record of Meeting/Minutes (CDRL A002). The contractor shall provide the Government with reports and records of meetings of any specified type. Contractor format is acceptable.

Deliverables: Meeting minutes, and reports shall provide the Government with fully documented records of the deliberations and actions resulting from these meetings.

Frequency: As Required. The Government shall provide notification of all meeting support requirements.

Medium: Electronic format (Microsoft compatible format whenever possible). Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.3 Presentation Materials (CDRL A003).

The contractor shall provide the Government with presentation material such as viewgraphs, photographs, slides, or other audiovisual aids to be used to present information. Contractor format is acceptable.

Deliverables: The contractor shall provide the Government with viewgraphs, photographs, slides, or other audiovisual aids as well as any accompanying text to be used to present information during meetings, reviews, and briefings.

Frequency: As Required. The Government shall provide notification of all required presentations and associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.4 Revisions to Existing Government Documents (CDRL A004).

The contractor shall review existing Government documents, provided as GFI, for technical accuracy, prepare changes for incorporation, make recommendations for changes with supporting rationale, and incorporate changes. Unless the original format of the document is a requirement, contractor format is acceptable.

Deliverables: The contractor shall provide the Government with updated Government documents.

Frequency: As Required. The Government shall provide notification of all required updates and associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.5 Maintenance and Maintenance Planning Support (CDRL A005). The contractor shall perform engineering analyses, and technical assessments to ensure that maintainability requirements are consistent with the program's overall mission requirements. Contractor format is acceptable.

Deliverables: The contractor shall provide the Government with reports, analyses, and results of assessments on the reliability and maintainability of system, subsystem, and component design ensuring functional effectiveness.

Frequency: As Required. The Government shall provide notification of all requirements, and provide associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 16 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.6 Integrated Logistics Support (ILS) (CDRL A006). The contractor shall provide ILS associated with the design, development, test, fabrication, sustainment and improvements to systems, subsystems, and components.

Deliverables: The contractor shall identify and develop all logistics elements necessary to effectively support systems, subsystems, and components through their life-cycle, and provide required logistic, engineering, and technical reports and documentation to the Government. Contractor format is acceptable.

Frequency: As Required. The Government shall provide notification of all requirements, and provide associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.7 Training Support (CDRL A007). The contractor shall provide training requirements to ensure that adequate instruction is provided on systems and subsystems.

Deliverables: The contractor shall provide support for training requirements of MDA Projects. These training efforts encompass formal and informal training courses, and follow-on training requirements. The contractor shall develop and update training materials. Contractor format is acceptable.

Frequency: As Required. The Government shall provide notification of all requirements, and provide associated due dates.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: Contractor shall be notified of specific due dates as required.

5.8 Monthly Progress, Status, and Management Report (CDRL A008). The contractor shall provide monthly progress and status reports for each Contract Line Item Number (CLIN) to the Government. The report shall summarize efforts currently in progress, planned tasking, accomplishments and problems encountered, and financial status by CLIN.

Deliverables: The contractor shall submit a Monthly Progress and Status Report, in narrative form with graphics, as appropriate, to better define information. Contractor format is acceptable.

Frequency: Monthly.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: 30 days after TO award and monthly thereafter.

5.9 Monthly Funds and Man-Hours Expenditure Report (CDRL A009). The contractor shall provide monthly funds and man-hour expenditure reports for each CLIN to the Government. The report shall summarize financial status and man-hour expenditures by CLIN.

Deliverables: The contractor shall submit a Monthly Funds and Man-hour Expenditure Report, in narrative form with graphics, as appropriate, to better define information. Contractor format is acceptable.

Frequency: Monthly.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: 30 days after TO award and monthly thereafter.

5.10 Monthly Funding Notification Letter (CDRL A010). The contractor shall provide monthly funds and man-hour expenditure reports for each CLIN to the Government. The report shall summarize financial status and man-hour expenditures by CLIN.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 17 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Deliverables: The contractor shall submit a Monthly Task Order Funding Notification Letter.

Frequency: Monthly.

Medium: Electronic format (Microsoft compatible format whenever possible). Unless the original format of the document is a requirement, contractor format is acceptable. Document shall be transmitted via e-mail or accessible via the Internet.

Due Date: 15 days after TO award and monthly thereafter.

6.0 SPECIAL CONDITIONS.

The following special conditions shall apply to the contractor in the performance of the tasks of this TO:

6.1 Security Classification.

The contractor shall comply with security procedures and instructions as specified by the local Government Security Department and Section C of their respective SeaPort-e MAC Contract. The nature of the work under this SoW is mostly unclassified. However, some tasks may require access to classified documents and secured areas. All contractors performing these tasks are required to obtain a SECRET security clearance. Access to classified information will be limited by security clearance level and need to know, and all classified material shall be handled in accordance with approved security practices and procedures. Contractor personnel in contact with classified documentation and/or equipment shall have the proper level of clearance on file with the local Government Security Office. A Department of Defense Form 254 (DD 254) shall be filed with the contract identifying the contractor's facility and safeguarding level of clearance requirements. Classified information may be received or generated by the contractor, in accordance with DOD-5220.22-M, National Industrial Security Program Operating Manual (NISPO), to fulfill the requirements of this TO.

6.2 License, Certifications, and Training.

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at contractor's facilities, or vendor sponsored and conducted at vendor facilities.

6.3 Incremental Funding.

This TO will be funded incrementally as required. Each project will be identified by a separate TI.

6.4 Safety and Health.

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable Federal, local and state occupational safety and health requirements, be trained and certified, and undergo periodic medical examinations. The contractor shall ensure the Government receives notification of contractor personnel passing hazardous training, certification, and successful completion of a medical examination. The Government will provide Standard Operating Procedures (SOP) when applicable. The contractor must have on record a corporate safety plan and shall provide a copy to the Government when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to OSHA requirements.

6.5 Existing Conditions.

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any cost or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

6.6 Control of Contractor Personnel.

The contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. 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 appropriate security department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract/TO 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 contained in SECNAVINST 5370.2J. Prior to conducting work under this TO, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels,

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 18 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

and labor categories. This list shall be updated within forty-eight hours after changes occur.

6.7 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 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 contractor employees are returned to the appropriate security department within forty-eight hours following the completion of the contract/TO, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer (KO).

6.8 Accident Reporting.

The contractor shall maintain an accurate record of and shall report all accidents to the TOM, and/or the appropriate security department as prescribed by OPNAVINST 5102.1, Navy and Marine Corps Mishap and Safety Investigation Reporting and Record Keeping Manual.

6.9 Smoking Regulations.

Smoking on Government property shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

6.10 Travel.

The contractor may be required to travel CONUS/OCONUS for the purpose of attending meetings, briefings, data collection, assessments, and testing. Trip duration will normally not exceed five working days plus the required transit time. When required to obtain access to a Government facility or other duty station, the contractor shall initiate requests for need-to-know certification, and submit these requests to the TOM for appropriate action. Trip reports shall be provided within five (5) working days of return from travel, or submitted with the Monthly Status Report for the month in which the trips were taken. The contractor is authorized to use TO funds for travel in order to complete assigned tasking. The Government will determine travel destination, dates and purposes as schedules develop. Travel will be authorized by the TOM via TIs and/or Travel Authorizations (TA). The contractor is authorized to purchase non-refundable airline tickets for all required travel.

6.11 Task Order Manager (TOM).

The TOM for this TO is Steve Stahl; Telephone: (812) 854-6389; Email: steven.stahl@navy.mil.

6.12 Requiring Technical Activity (RTA).

The RTA Points of Contact are Phillip Smith; Telephone: (812) 854-6816; Email: phillip.m.smith@navy.mil, or Steve Stahl; Telephone: (812) 854-6389; Email: steven.stahl@navy.mil.

6.13 Information Non-Disclosure.

The contractor shall not disclose any information provided or developed under this task order outside the Government without prior approval from the Government. Contractor shall provide one (1) copy of each employee-signed Non-Disclosure Statements to the TOM prior to performing any work on this TO. The TOM will retain one copy for the TO file.

6.14 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 KO. 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.

6.15 Privacy Act.

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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 19 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.16 Damage Reporting.

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

6.17 Non-Personal Services.

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the appropriate Government point of contact immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

6.18 Hours of Operation.

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the hours will be 0730 to 1600, local time, Monday through Friday. The Contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work required by the TO.

6.18.1 Flextime. The Contractor shall be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0830, with a quitting time eight and one-half hours after the clock-in time (1500 to 1630). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the TOM of any permanent or temporary exceptions.

6.18.2 Compressed Work Schedule. The contractor shall be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0800 for eight of the ten workdays (nine hours per day), and between 0630 and 0800 for one of the ten workdays (eight-hour day), with a stopping time between the hours of 1530 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the TOM of any permanent or temporary exceptions.

6.18.3 Closed Days. All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by TOM/KO approved TI.

6.18.3.1 Inclement Weather/Dangerous Conditions. When NSWC Crane Division is closed by the Commander because of inclement weather conditions and/or dangerous conditions (NAVWPNSUPCENINST 11210.1), notification of the closing will be broadcast over local radio and television stations.

6.18.3.2 Holidays. A list of Crane Division observed holidays and/or closed days in conjunction with the holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Crane Division, Crane IN on a holiday and/or closed day. Contractor management has the option of making a decision to allow its employees to work at a off-site satellite facility(s), if appropriate.

6.18.4 Work Week. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal work week will be permitted without express advance approval in writing by the KO/TOM. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting there from, 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 TO and/or TI. For purposes of scheduling personnel,

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 20 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

New Year's Day	Birthday of Martin Luther King, Jr.
Washington's Birthday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

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. 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.

7.0 PERIOD OF PERFORMANCE.

The period of performance shall be one 2-year base period and three 1-year award term periods.

7.1 Place of Performance.

The vast majority of the work in support of this effort will be performed at NAVSURFWARCENDIV Crane, IN.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 21 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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 (NISPO), 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 task order shall prominently show on the cover of the report:

Name and business address of the Contractor
Contract number
Task order number
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.

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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 22 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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.

GOVERNMENT FURNISHED MATERIAL (NAVSEA) (MAY 1995)

Government Furnished Material: When material is furnished by the Government, the contractor's procedures shall include at least the following:

- Examination upon receipt, consistent with practicality, to detect damage in transit;
- Inspection for completeness and proper type;
- Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- Functional testing, either prior to or after installation, or both, as required by task order to determine satisfactory operation;
- Identification and protection from improper use or disposition; and
- Verification of quantity.

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.

Damaged Government Furnished Material: The contractor shall report to the TOM any Government-furnished property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the contractor shall determine and record probable cause and necessity for withholding material from use.

Bailed Property: The contractor shall, as required by the terms of the Bailment Agreement, establish procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "material" applies to Government-furnished equipment to be installed in or furnished with the end item. The term "property" is Government equipment that is used in the fabrication or assembly of the end item, and is not delivered as part of the end item.]

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. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 23 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000 08/14/2009 - 08/13/2011
6000 08/14/2009 - 08/13/2011

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

4300 08/14/2011 - 08/13/2012
4400 08/14/2012 - 08/13/2013
4500 08/14/2013 - 08/13/2014
6300 08/14/2011 - 08/13/2012
6400 08/14/2012 - 08/13/2013
6500 08/14/2013 - 08/13/2014

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.

TIME OF PERFORMANCE (SERVICES) (5711)

Services to be furnished under this task order shall be performed and completed within 730 days from the effective date of the task order. The time of performance may be extended by written modification to authorize performance under Award Terms I, II and III of the task order as provided for elsewhere herein.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 24 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SECURITY ADMINISTRATION

The highest level of security required under this task order 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.

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)

Steve Stahl
300 Highway 361; B-3334
Crane, IN 47522
Steven.stahl@navy.mil
812-854-6389

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this task order 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://wawfraining.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:	HQ0338
WAWF Invoice Type:	Cost Voucher
Issue by DODAAC:	N00164
Admin DODAAC:	S2101A
DCAA DODAAC:	HAA211
Service Approver:	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). 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/unsuccesful 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:
TASK ORDER MANAGER (TOM)
Steve Stahl
300 Highway 361; B-3334
Crane, IN 47522
Steven.stahl@navy.mil
812-854-6389

Additional WAWF Information:

On the Miscellaneous Tab of the invoice in WAWF attach the cost breakdown for the cost voucher amount being

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 25 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)

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.

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.

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.

The CPARS system requires the Government to assign the 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.

PURCHASING OFFICE REPRESENTATIVE LANGUAGE

PURCHASING OFFICE REPRESENTATIVE:

Douglas Buffington
 CODE CXNM-SQ, Bldg 64
 NAVSURFWARCENDIV
 300 Highway 361
 Crane, IN 47522-5011
 Telephone (812) 854-8237
 e-mail: douglas.buffington@navy.mil

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 30 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order 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 task order:

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

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 contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

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

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

1. Directions to the contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill-in details or otherwise serve to accomplish the contractual statement of work.
2. Guidelines to the contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical Instructions may not be used to:

1. Assign additional work under the task order
2. Direct a charge as defined in the "CHANGES" clause of this task order
3. Increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance
4. Change any of the terms, conditions or specifications of the task order.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 31 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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: \$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 of \$100,000.

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

This task order 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 sub-line 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 is as follows:

* See Section G

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.

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. 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 Wage Determinations by the Secretary of Labor are provided as attachment J-1 in Section J.

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.
2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.
3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 32 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4. 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.
5. Contractor personnel shall bear personal protective equipment in designated areas.
6. All contractor equipment shall be conspicuously marked for identification.
7. 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 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 contract 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.

HQ-C-2-0014 CONTRACTORS PROPOSAL (NAVSEA)(SEP 1990)

(a) Performance of this task order by the contractor shall be conducted and performed in accordance with detailed obligations to which the contractor committed itself in proposal dated 03 April 2009 in response to NSWC Crane solicitation N00024-09-R-3147.

(b) The technical volume(s) of the contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-08) clause of this task order. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the contractor's proposal referenced herein is hereby designated as item (f) of the clause following "The Specifications" in order of precedence.

AWARD TERM CLAUSE

In addition to the terms set forth in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 year to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor will be evaluated for the first six months of performance, with extensions or reductions beginning after the first full year of performance. There will be four (4) total evaluations, as noted in **Table-1** below.

Table 1 – Evaluation Scoring Criteria

Evaluation Number	*Evaluation Performed (Months)	Points Earned	Base Year (BY) and Award-Term (AT) Earned
1	6	6 – 23	BY 1
		24 – 40	BY's 1 & 2
2	18	32 - 40	BY's 1 & 2 and AT 1
3	30	34 – 40	BY's 1 & 2 and AT's 1 & 2
4	42	36 – 40	BY's 1 & 2 and AT's 1, 2, & 3

Note: Evaluations will be performed 6 months from date of award, and every 12 months thereafter.

The contractor can earn a minimum of 6 points and a maximum of 40 points per evaluation period. Each evaluation period will be separate from the others. Points earned in one evaluation period will not be counted towards the cumulative points of the next evaluation period. The first evaluation period will be from date of award through six months following the date of award, with subsequent evaluations being conducted every 12 months thereafter.

Evaluation Period 1

If the contractor scores less than 24 points (e.g., 6 points to 23 points) for performance during the first six months of the basic order period, Base Year 2 (BY2) will not be awarded, and the TO will end at the conclusion of Base Year 1 (BY1).

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 33 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

If the contractor scores between 24 points and 40 points for performance during the first six months of the basic order period, BY2 will be awarded, and the TO will end at the conclusion of BY2, unless the contractor earns Award Term 1 (AT1).

Evaluation Period 2

If the contractor scores less than 32 points (e.g., 6 points to 31 points) for performance during the 12-month period beginning the 7th month through the 18th month of the basic order period, AT1 will not be awarded, and the TO will end at the conclusion of BY2.

If the contractor scores between 32 points and 40 points for performance during the 12-month period beginning the 7th month following award of the TO through the 18th month of the basic order period, AT1 will be awarded, and the TO will end at the conclusion of AT1, unless the contractor earns Award Term 2 (AT2).

Evaluation Period 3

If the contractor scores less than 34 points (e.g., 6 points to 33 points) for performance during the 12-month period beginning the 19th month through the 30th month of the AT1 period, AT2 will not be awarded, and the TO will end at the conclusion of AT1.

If the contractor scores between 34 points and 40 points for performance during the 12-month period beginning the 19th month following award of the TO through the 30th month AT1 period, AT2 will be awarded, and the TO will end at the conclusion of AT2, unless the contractor earns Award Term 3 (AT3).

Evaluation Period 4

If the contractor scores less than 36 points (e.g., 6 points to 35 points) for performance during the 12-month period beginning the 31st month of the basic order period through the 42nd month of AT2 period, AT3 will not be awarded, and the TO will end at the conclusion of AT2.

If the contractor scores between 36 points and 40 points for performance during the 12-month period beginning the 31st month following award of the TO through the 42nd month of AT2 period, AT3 will be awarded, and the TO will end at the conclusion of AT3.

Points are awarded during each evaluation period 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 ensure the Government has sufficient time to solicit and award a new TO, should the contractor not earn a BY or AT.

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

Term Points. Points are earned during each evaluation period on the basis of the contractor's performance. The contractor must earn a minimum of 24 points in the first evaluation period, a minimum of 32 points in the second evaluation period, a minimum of 34 points for the third evaluation period, and a minimum of 36 points in the fourth evaluation period for an additional 12 to 36 month term extension. If the contractor earns less than 24 points in the first evaluation period, they will lose the second year of the basic ordering period.

Monitoring of Performance. The contractor's performance will be continually monitored by the Performance Monitors (PO)/Requiring Technical Activity (RTA) whose findings are reported to the Award-Term Evaluation Team (ATET). The ATET provides recommendations to the Term Determining Official (TDO), who makes the final decision on the base year or award-term amounts on the basis of the contractor's performance during the specified evaluation periods.

Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan.

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.

Self-Evaluation. The contractor will submit to the KO, 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

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 34 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

limited to 5 pages. It will be used in the ATET's evaluation of the contractor's performance during this period.

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.

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-term 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

INTRODUCTION

Award-term contracting is a tool used to promote efficient, quality contractor performance. Award-term contracting should be used when there are specific performance metrics which can be identified and known objectives can be measured.

The award-term process should be used when a long-term business relationship is of value to the Government and the contractor, and the expected outcome is known upfront.

The Award-Term Plan sets the basis for evaluating the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO).

All decisions regarding the award-term points, the methodology used to calculate award-term points, the contractor's entitlement to the points and the nature and success of the contractor's performance are final and are not subject to dispute. The award term, if earned, will be provided to the contractor through unilateral contract modification.

The specific criteria and procedures that will be used to assess the contractor's performance and for determining if additional base years or award-terms are earned are described herein.

ORGANIZATION.

The award-term evaluation team consists of the term-determining official (TDO), the task order manager (TOM), requesting technical activity/performance monitors (RTA) and the contracting officer (KO).

RESPONSIBILITIES.

Term-Determining Official (TDO). The TDO will be the division manager of the code for which the requirement is supporting. The TDO shall approve the award-term plan and any significant changes to it. The TDO is responsible for review of the TOM's recommendation, shall consider all pertinent data, and determine the award-term points for each evaluation period.

Task Order Manager (TOM). The TOM is responsible for obtaining and reviewing performance evaluations submitted by the performance monitors and the contractor's self-evaluation. The TOM shall consider all information from pertinent sources, shall prepare an interim performance report and arrive at the earned award-term point recommendation, to be presented to the TDO. An initial assessment of the contractor's performance will be done at the conclusion of the first six months of performance, with subsequent evaluation being conducted every year thereafter. The TOM may suggest recommended changes to the award term plan, which will be considered by the TDO for incorporation or modification into the plan.

Performance Monitors (PO)/Requiring Technical Activity (RTA). PO(s) will be responsible for maintaining written records of the contractor's performance in their assigned evaluation area so that a fair and accurate evaluation is obtained. The PO may provide informal feedback of contractor performance at anytime, but must prepare written interim and end-of-term evaluation reports as directed by the TOM.

Contracting Officer (KO). The KO is responsible for overseeing the contractor's performance with regards to

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 35 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

all contractual issues. The KO is the liaison between the contractor and government personnel. The KO may issue a written notice to the contractor when areas of performance present government concern. The KO shall approve any changes to the award-term plan. Subsequent to the TDO decision, the KO will modify the task order period of performance (PoP), if necessary, to reflect the TDO's decision.

4.0 AWARD-TERM PROCESS.

Evaluation Points. Points are awarded during each evaluation period 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 ensure the Government has sufficient time to solicit and award a new TO, should the contractor not earn a Base Year (BY) or Award Term (AT). The contractor must score between 24 points and 40 points for performance during the first six months of the basic order period to secure BY2. The contractor must score between 32 points and 40 points for performance during the 12-month period beginning the 7th month following award of the TO through the 18th month of the basic order period to secure AT1. The contractor must score between 34 points and 40 points for performance during the 12-month period beginning the 19th month following award of the TO through the 30th month of AT1 to secure AT2. The contractor must score between 36 points and 40 points for performance during the 12-month period beginning the 31st month following award of the TO through the 42nd month of AT2 to secure AT3.

Evaluation Criteria. If the KO 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.

Interim Evaluation Process. An Interim evaluation will be conducted at the conclusion of the first six months of performance for the base period. At the discretion of the TDO, Interim evaluations may take place more frequently. The TOM will notify the performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors are required to submit their evaluation reports to the TOM 21 calendar days after this notification. The TOM determines the evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The KO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

End-of-Evaluation-Period. The TOM notifies the performance monitors 14 calendar days before the end of the evaluation period. The performance monitors prepare and submit a written evaluation report to the TOM within 14 calendar days after the end of the evaluation period. The TOM forwards copies of the reports to the contractor. The contractor is given an opportunity to address the performance monitor's evaluations. Contractor rebuttal must be received within 20 days after the end of the evaluation period. The contractor must prepare a self-assessment of their performance and submit it to the KO within 5 working days after the end of the evaluation period. The contractor's assessment may contain any information that could be reasonably expected to assist in determining the final performance assessment score. The self-assessment may not exceed 15 pages. The TOM prepares an evaluation report and recommendation regarding earned or unearned award-term points. The TOM briefs the TDO on the evaluation results and recommendation 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 shall issue a letter informing the contractor of the earned award-term points and the total cumulative points. If, sufficient award term-points are earned, the KO will issue a contract modification within 15 calendar days after the TDO's decision has been made. The modification will authorize an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURES.

Proposed changes to the award-term plan shall 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.

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 36 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)
 FAR 52-227-14 Data Rights (DEC 2007)
 DFARS 252-227-7013 Rights in technical data – Noncommercial items (NOV 1995)

CLAUSES INCORPORATED IN FULL TEXT

52.222-2 Payment for Overtime Premiums

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed or the overtime premium is paid for work —

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (Deviation) (February 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-

CONTRACT NO. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 37 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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. N00178-04-D-4042	DELIVERY ORDER NO. FC16	AMENDMENT/MODIFICATION NO. 09	PAGE 38 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - DOL Wage Determination - Crane, IN

Attachment 2 - Award Term Rating Chart

Attachment 3 - DD254

Attachment 4 - CDRLs A001-A009

Attachment 5 - CDRL A010

Attachment 6 - Revised DD254