

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 10-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. De-Ob 01627713		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CRANE DIVISION 300 Highway 361 - Building 64 Crane IN 47522-5001 jerry.dague@navy.mil 812-854-4771 Ext. 4771	CODE N00164	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) URS Federal Technical Services, Inc. 20501 Seneca Meadows Parkway Suite 300 Germantown MD 20876-7007	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4042-FC17
	10B. DATED (SEE ITEM 13) 06-Oct-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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Sheila M. Bowman, Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna J Reynolds, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Sheila M. Bowman (Signature of person authorized to sign)	15C. DATE SIGNED 10-Sep-2010	16B. UNITED STATES OF AMERICA BY /s/Donna J Reynolds (Signature of Contracting Officer)	16C. DATE SIGNED 10-Sep-2010

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GENERAL INFORMATION

The purpose of this modification is to deobligate funding.
Accordingly, said Task Order is modified as follows:

FUNDING INFORMATION

Information SLIN, as shown below, is deobligating funding for labor.

The clause Limitation of Funds (FAR 52.232-22) applies. The Government is not obligated to reimburse the Contractor for cost incurred in excess of unless additional funds are made available and incorporated as a modification to this order.

Section B and G are updated to reflect the below SLINs and ACRN additions for purposes of providing the incremental funding.

Labor Information SLINs for CLIN 4000 –

SLIN	ACRN	REQN. No.	AMOUNT	TI #
400004	A2	01627713		002 DEOBLIGATE

The total amount of funds obligated to the task is hereby decreased by from to .

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The total value of the order is hereby increased by from to .

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Sea-Based X-Band Radar (SBX-1) Transition Planning Support

STATEMENT OF WORK RADAR TECHNOLOGIES DIVISION, NSWC CRANE

1.0 SCOPE:

1.1 Background

Sea-Based X-Band Radar (SBX-1) was developed by the Missile Defense Agency (MDA) and is a component of the Ballistic Missile Defense System (BMDS). In accordance with the MDA charter when BMDS components reach Full Mission Capability (FMC) they are to be transitioned to a lead service. SBX-1 is scheduled to reach FMC in August 2010 and transfer to the US Navy in January 2011. A Memorandum of Agreement was signed between the head of the MDA and the Chief of Navy Operations (CNO) in September 2008 establishing the framework for the transition and transfer of SBX-1 to the US Navy. The SBX-1 Navy Transition Office has been established and NSWC Crane has been chartered to lead the Operations and Sustainment Integrated Product Team (O&S IPT).

1.2 Applicable Paragraphs

The following paragraphs and functional service areas of SeaPort Enhanced (SeaPort-e) MAC are applicable to this Task Order (TO):

- 3.1 Research and Development Support
(Functional Area 1)
- 3.2 Engineering, System Engineering and Process Engineering Support
(Functional Area 2)
- 3.3 Modeling, Simulation, Stimulation, and Analyses Support
(Functional Area 3)
- 3.10 Configuration Management Support
(Functional Area 10)
- 3.12 Information Systems Development, Information Assurance, and

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Information Technology Support (Functional Area 12)

- 3.17 Supply and Provisioning Support
(Functional Area 17)
- 3.20 Program Support
(Functional Area 20)
- 3.21 Functional and Administrative Support
(Functional Area 21)

1.3 SCOPE

This statement of work (SOW) defines the research and development, engineering, analysis, configuration management, information technology, supply, programmatic, functional and administrative tasking required in support of NSWC Crane, Code GXR for the operation and sustainment of the (SBX-1). The newly defined efforts under this Task Order (TO) will be for transition planning support to enable the SBX-1 to meet its operational requirements during and after transition from the MDA to the US Navy. Task performance will primarily take place at NSWC Crane, Indiana; Huntsville, Alabama; and Washington, District of Columbia.

2.0 APPLICABLE DOCUMENTS

The following documents of the revision or issue in effect at the date of Order, or as otherwise specified by the Order/Technical Instruction (TI), form a part of this SOW for the convenience of reference. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall prevail.

MIL-HDBK-61A	CONFIGURATION MANAGEMENT GUIDANCE
IS-649 CONFIGURATION MANAGEMENT	NATIONAL CONSENSUS STD FOR
BS ISO 10007 CONFIGURATION MANAGEMENT	QUALITY MANAGEMENT - GUIDELINES FOR
DOD5000.1(D)	THE DEFENSE ACQUISITION SYSTEM
NAVSEA 9085.4 TECHNICAL DATA PACKAGE (EDTDP)	OPR CEL-TD) ENGINEERING DRAWING ACQUISITION REQUIREMENTS
MIL-DTL-31000C	TECHNICAL DATA PACKAGES
KSC-D-327 LISTS	DRAWINGS, ENGINEERING AND ASSOCIATED
MIL-HDBK-237D	ELECTROMAGNETIC ENVIRONMENTAL EFFECTS

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AND SPECTRUM SUPPORTABILITY GUIDANCE FOR THE ACQUISITION PROCESS

MIL-HDBK-245D	PREPARATION OF STATEMENT OF WORK
MIL-HDBK-259	LIFE CYCLE COST IN NAVY ACQUISITIONS
MIL-HDBK-2164A ELECTRONIC EQUIPMENT	ENVIRONMENTAL STRESS SCREENING FOR
Y14.100	ENGINEERING DRAWING PRACTICES
IEEE 802.X AREA NETWORKS	INFORMATION PROCESSING/SYSTEMS LOCAL
DOD-STD-2167A	DEFENSE SOFTWARE DEVELOPMENT
MIL-T- 47500	GENERAL SPECIFICATION FOR TECHNICAL DATA PACKAGES
MIL-STD-882B	STANDARD PRACTICE FOR SYSTEM SAFETY
MIL-S-901D SHOCK TESTS HIGH IMPACT SHIPBOARD MACHINERY	MILITARY SPECIFICATIONS: REQUIREMENTS FOR
MIL-HDBK-2097A ASSOCIATED INTEGRATED LOGISTICS SUPPORT	ACQUISITION OF SUPPORT EQUIPMENT AND
NAVSUP PUB 548 HANDBOOK	INTEGRATED LOGISTIC SUPPORT SUPPLY
KSC-DF-107	TECHNICAL DOCUMENTATION STYLE GUIDE
PRO 50 0790 CONFERENCE MINUTES REVIEW AND DISTRIBUTION PROCEDURES	INTERIM PROGRAM REVIEW/WORK SESSION
OPNAV 5100.23G HEALTH (SOH) PROGRAM MANUAL	(N09F) NAVY SAFETY AND OCCUPATIONAL
DOD 5220.22M SUPP 1 OPERATING MANUAL	NATIONAL INDUSTRIAL SECURITY PROGRAM
NAVRESFOR 5530.2	PHYSICAL SECURITY AND LOSS PREVENTION
ISO 9001:2000	QUALITY MANAGEMENT SYSTEMS

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REQUIREMENTS

DODD 5000.35(D) DEFENSE ACQUISITION REGULATORY (DAR)
MANAGEMENT

SECNAV 5200.32A (ASN (RD&A)) ACQUISITION MANAGEMENT
POLICIES AND PROCEDURES FOR COMPUTER RESOURCES

SECNAV 3900.29D M (ONR 36 0579LD0109350) STANDARD FORMAT
REQUIREMENTS FOR SCIENTIFIC AND TECHNICAL REPORTS

MIL-STD-974 CONTRACTOR INTEGRATED TECHNICAL
INFORMATION SERVICE

MIL-STD-1840C AUTOMATED INTERCHANGE OF TECHNICAL
INFORMATION

DODD 5000.2 OPERATION OF THE DEFENSE ACQUISITION
SYSTEM

MIL-STD-469B RADAR ENGINEERING INTERFACE
REQUIREMENTS, ELECTROMAGNETIC COMPATIBILITY

MIL-HDBK-259 LIFE CYCLE COST IN NAVY ACQUISITION

IEEE 730 STANDARD FOR SOFTWARE QUALITY ASSURANCE
PLANS-IEEE COMPUTER SOCIETY DOCUMENT

SECNAV 5000.36A (DON CIO) DEPARTMENT OF THE NAVY
INFORMATION TECHNOLOGY APPLICATIONS AND DATA MANAGEMENT

FIPS-PUB-31 GUIDELINES FOR AUTOMATIC DATA PROCESSING
PHYSICAL SECURITY AND RISK MANAGEMENT

NAVSEA 4160.3A (OPR CEL-TD) TECHNICAL MANUAL
MANAGEMENT PROGRAM (TMMP)

MIL-DLT-81927C MANUALS, TECHNICAL: WORK PACKAGE STYLE,
FORMAT, AND COMMON TECHNICAL CONTENT REQUIREMENTS; GENERAL
SPECIFICATION FOR (WORK PACKAGE CONCEPT)

DOD 8320.02-G GUIDANCE FOR EMULATING NET-
CENTRIC DATA SHARING

DODD 8510.1-M DOD INFORMATION TECHNOLOGY SECURITY
CERTIFICATION AND ACCREDITATION PROCESS (DITSCAP)

[HTTPS://INTRANET.CRANE.NAVY.MIL/IT/SECURITY/DEFAULT](https://intranet.crane.navy.mil/it/security/default)
ACCREDITATION GUIDES

SOFTWARE

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[HTTPS://INTRANET.CRANE.NAVY.MIL/IT/SECURITY/DEFAULT](https://intranet.crane.navy.mil/it/security/default) DITSCAP
CERTIFICATION GUIDES

[HTTPS://INTRANET.CRANE.NAVY.MIL/NMCI/DEFAULT.ASP](https://intranet.crane.navy.mil/nmci/default.asp) NSWC SECURITY
ARCHITECTURE

[HTTPS://INTRANET.CRANE.NAVY.MIL/CRANEWEBSITES/DEFAULT.ASP](https://intranet.crane.navy.mil/cranewebsites/default.asp) NSWC WEB
POLICY

MIL-D-81992B	DIRECTIVES, TECHNICAL; PREPARATION OF MAINTAINABILITY PROGRAM FOR SYSTEMS AND EQUIPMENT
MIL-STD-470B CHG Notice 1	
MIL-STD-471	MAINTAINABILITY VERIFICATION/DEMONSTRATION/EVALUATION TRANSITION FROM DEVELOPMENT TO PRODUCTION CHG NOT 1 - 02/13/89
DODD 4245.7-M CE-01	
NAVSEA 4130.12A MIL-STD-973	SER 04L5/006) CONFIGURATION MANAGEMENT (CM) POLICY AND GUIDANCE CONFIGURATION MANAGEMENT
SECNAV 5090.6A	(ASN(I&E)) ENVIRONMENTAL PLANNING FOR DEPARTMENT OF THE NAVY ACTIONS
DODD 5000.39	ACQUISITION AND MANAGEMENT OF INTEGRATED LOGISTIC SUPPORT FOR SYSTEMS AND EQUIPMENT OP-46) INTEGRATED LOGISTICS SUPPORT (ILS) IN THE ACQUISITION PROCESS CHG NOT 1 - 04/17/89
OPNAV 5000.49	
NAVSEA 5000.39	(SEA OPR) ACQUISITION AND MANAGEMENT OF INTEGRATED LOGISTIC SUPPORT FOR SHIPS, SYSTEMS, AND EQUIPMENT
MIL-STD-1388-1	LOGISTIC SUPPORT ANALYSIS
MIL-STD-1388-2	DOD REQUIREMENTS FOR A LOGISTIC SUPPORT ANALYSIS RECORD
MIL-STD-1390	LEVEL OF REPAIR ANALYSIS (LORA)
MIL-STD-1629	PROCEDURES FOR PERFORMING A FAILURE MODE EFFECTS AND CRITICALITY ANALYSIS
OPNAV 3000.12	(N40) OPERATIONAL AVAILABILITY OF EQUIPMENTS AND WEAPONS SYSTEMS

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OPNAV 4410.2A	JOINT REGULATION GOVERNING THE USE AND APPLICATION OF UNIFORM SOURCE MAINTENANCE AND RECOVERABILITY CODES
DODD 5000.2	OPERATION OF THE DEFENSE ACQUISITION SYSTEM (ASN(S&L)) MAJOR AND NON-MAJOR ACQUISITION PROGRAMS
SECNAV 5000.1	
MIL-STD-454	ELECTRONIC EQUIPMENT, STANDARD GENERAL REQUIREMENTS FOR [JOINT TEST AND EVALUATION PROCEDURES MANUAL (OPR 902) TEST AND EVALUATION
DODD 5000.3-M-4 NAVSEA 3960.2D	
DOD-STD 2167	DEFENSE SYSTEM SOFTWARE DEVELOPMENT
DOD-STD 1703	SOFTWARE PRODUCT STANDARDS

3.0 REQUIREMENTS. Work to be performed and required data deliverables shall be specifically described in modifications/Technical Instructions (TI) to be placed against the Order by the Contracting Officer or Contracting Officer's Representative (COR) and shall be within the parameters of one or more of the tasks listed below. Contractor shall furnish all labor, facilities, material, and equipment except for that material, facilities, and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Facilities (GFF), and Government Furnished Equipment (GFE).

(GFI,M,F,E) will be defined in modifications/Technical Instructions (TI). As part of the MDA to US Navy transition efforts the Contractor will be investigating and reporting Government assets that comprise and support SBX-1. This information will eventually support Government Furnished asset lists (GFI,M,F,E) associated with this effort. Specific expertise is required in managing, providing operational support, and maintenance and sustainment support to the Sea-Based X-Band Radar. The management services provided by the Contractor shall be applicable, but not limited to, RF and sensor technologies (such as UHF, L, S, C, X-band radar systems) and cover the entire spectrum of life cycle support and management. Tasking may include development of process and controls, IPT support, metrics development, data collection and analysis, emerging new developments/technologies, cost/benefit analysis, reverse engineering, information assurance, certification efforts and a wide range of system and component acquisition planning. Contractor shall collect, analyze, assess, review, recommend, evaluate, design, develop, inspect, validate, verify, and deliver data as required by modification/TI. Contractor shall provide program management, business and financial management, information technology and specialty administrative professional support (accounting, financial, procurement, facilities, safety specialists, training specialists, communications, environmental). Additional tasks may include providing forward operating support to the SBX Radar both from shore locations worldwide and on board the SBX at sea for extended periods.

3.1 RESEARCH AND DEVELOPMENT SUPPORT

Contractor shall support development of new technology applications which will enhance the operational availability of systems and subsystems both ashore and onboard SBX-1 as specified in modification/TI. This

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tasking may take place at contractor facilities, government facilities or aboard SBX-1.

3.2 ENGINEERING, SYSTEM ENGINEERING AND PROCESS ENGINEERING SUPPORT

3.2.1 FIELD ENGINEERING.

Contractor shall perform field-engineering tasks related to maintaining and enhancing deployed equipment in accordance with the equipment's operational specifications or improved specifications in support of the SBX-1 and its associated supporting infrastructure.

3.2.2 ACQUISITION ENGINEERING

3.2.2.1 PROCUREMENT DATA PACKAGE PREPARATION.

Contractor shall support the preparation of Technical Data Packages (TDPs) for major systems, subsystems, or components acquisition which shall contain such items as technical data requirements, specifications, and management plans (e.g., Configuration Management Plans, Quality Assurance Plans, Statements of Work, Program Management Plans); and/or other requirements in accordance with DOD-D-5000.1(O), DOD-I-5000.2, SECNAVINST 5000.1 or as specified by the modification/TI. Contractor shall have a working knowledge of Federal Acquisition processes and regulations and the ability to apply this knowledge in the development of TDPs.

(A001)(A003)(A008)(A010)(A012)(A013)(A014)(A017)(A020)(A021)

(A022)(A023)(A024)(A026)

3.2.2.2 PROCUREMENT SPECIFICATION REVIEW.

Contractor shall review top level specifications prepared for component, subsystem, system, and platform procurements to ensure compliance with requirements as specified by modification/TI. Contractor shall study and analyze the Government's operational requirements and compare those requirements with requirements in the modification/TI. The Contractor shall submit any differences (omissions or inclusions) as a report to the Government, which shall include any supporting rationale and/or assumptions. (A011)(A018)(A027)

3.3 SYSTEM DESIGN DOCUMENTATION AND TECHNICAL DATA SUPPORT

Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of MIL-DTL-31000, ASME Y14.5M-94, and DOD-STD-2101, or other format as specified in the modification/TI for specific equipment. Contractor shall, as required, prepare or modify engineering change descriptions; Engineering Change Notices (ECNs), ECPs, and Notices of Revision (NORs). Contractor shall review technical data changes, provided as GFI, for technical accuracy, completeness, suitability, and adequacy for inclusion into the technical documentation. Contractor shall have the capability to alter original sketches, or draft versions of the drawings provided as GFI using conventional drafting tools/equipment, Computer Aided Drafting (CAD). All CAD related changes shall be made at the contractor facility using contractor's equipment.

3.4 MODELING, SIMULATION, STIMULATION AND ANALYSIS SUPPORT

Contractor shall perform and document requirements, studies, and hardware definitions, and participate,

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coordinate, and conduct field testing as required by modification/TI and in accordance with GFI. The Contractor shall, as directed by specific modification/TI, develop and/or maintain configuration management databases as a part of the detailed engineering analyses of systems and components. Contractor shall perform data research and collection, statistical evaluations, and analytical studies in accordance with requirements specified in modification/TI. The studies involve development and application of inventory control models, reliability and performance assessment models, risk assessment models, quality indicator, and control models. Contractor shall provide support in the areas of data collection, management systems, evaluation and selection of support software, and adaptation of existing statistical analysis methodologies. (A002)(A027)(A028)(A029)

3.5 CONFIGURATION MANAGEMENT (CM) SUPPORT

The Contractor shall utilize the GMD Configuration Management Plan. The Contractor shall submit Engineering Change Proposals (ECP) and Requests for Waiver (RFW) CDRL A030 and A031 respectively. The Contractor shall prepare and deliver a Data Accession List./Internal Data, CDRL A032. The Contractor shall participate and support the SBX Program configuration management activities as a member of the Configuration Control Boards (CCB) and support configuration status reporting. (A030)(A031)(A032)

3.6 INFORMATION SYSTEM (IS) DEVELOPMENT, INFORMATION ASSURANCE (IA), AND INFORMATION TECHNOLOGY (IT) SUPPORT

The Contractor shall analyze existing IT databases, web sites, and IT applications and recommend new and improved interfaces and improved management tools that meet new management requirements or improve management effectiveness and efficiency. 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). Modify, implement and maintain web sites. 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. Conduct IA analysis, develop, recommend and implement, monitor, update and maintain IA practices, procedures, equipments, algorithms and hardware that are outside the cognizance of NMCI. These efforts should optimize use of commercially available technology. This tasking will take place aboard SBX-1 as well as its support locations and contractor facilities.

3.7 SUPPLY AND PROVISIONING SUPPORT

The Contractor shall ensure that the material for operation and maintenance of the SBX-1 is available when required per established sparing practices, that materials are properly stored for ashore and shipboard environments and transported to and from the vessel packaged to safeguard the material from shipping and environmental damage (Level A) as defined in modifications/TI. Inventories are managed in a cost effective manner using commercially available tools to sustain supported systems as defined in modifications/ TI. This tasking will take place aboard SBX-1 as well as its support locations and contractor facilities.

3.8 PROGRAM SUPPORT

3.8.1 PROGRAM MANAGEMENT SUPPORT SERVICES.

The Contractor shall also provide project/program management support to assist NSWC Crane in carrying out its Operations and Sustainment support requirements for the SBX Radar. Support shall include tasks related to planning, preparing, organizing, and reporting of SBX Radar. Contractor shall coordinate major

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shipyard activities and coordinate maintenance schedules as part of the Ballistic Missile Defense Systems (BMDS) Operations Schedule and Weekly Activity Message (BOS/WAM) process in support of SBX-1 under transition and US Navy management. Additional program management tasks may include support in planning and managing shipyard support of the Sea-based X-Band Radar asset as well as providing integration support both on-board SBX-1 as well as from Forward Support Team locations (various) and at the Navy SBX-1 program office (PEO IWS Washington, DC) in support of NSWC Crane tasks. (A007)(A027)

3.8.2 PROGRAM MANAGEMENT ANALYSIS SUPPORT.

Contractor shall perform analyses including assessment of return on investment; risk; budgeting; evaluate studies, analyses or technical plans for cost effectiveness or feasibility determine eligibility for program funding; life cycle cost analyses; draft program schedules, Gantt charts, and perform critical path analysis; statistical analysis, recommendations and proposals for instructions; and proposals for plans, both long and short range. Contractor shall participate in the evaluation of organizational procedures and alignments, office procedures, fiscal procedures, personnel management and training, and/or management education opportunities against the above assessments and make recommendations for improvement or revision. (A015)(A025)(A027)

3.8.3 PROGRAM MANGEMENT SUPPORT REVIEWS.

Contractor shall participate in component/system reviews and conferences to provide the results of various management studies and analyses which are being performed under this contract. Contractor shall also support Interim Program Reviews (IPR), Work Sessions (WS), Manufacturing Readiness Surveys (MRS), meetings, conferences, engineering meetings and training sessions. Meetings shall take place at NSWC Crane, testing sites, component manufacturer facilities, shipboard, or Program Managers' facilities and specialized component research and development facilities and shall consist of planning meetings, coordinating schedules with participants, reserving existing meeting space, ensuring that briefing/presentation materials and equipment are available, and recording and distributing meeting minutes. (A004)(A005)

3.8.4 MANAGEMENT REPORTS AND BRIEFING PREPARATIONS.

Contractor shall develop and prepare program reports, briefings, strategic plans, and presentations including draft and final as specified by modification/TI. Contractor shall be required to integrate text and graphics in these materials and submit the final version. (A004)(A005)(A016)(A017)

3.8.5 PROGRAM DOCUMENTATION.

Contractor shall analyze, review, evaluate, make recommendations and provide the rationale for recommendations, and provide technical and administrative support in preparing NSWC Crane program documentation. (A009)(A027)

3.8.6 SPECIALTY PROFESSIONAL SUPPORT.

Contractor shall provide support in specialty professional occupations/jobs, which includes environmental specialists, safety specialists, facility specialist, graphics specialists, risk management specialists, industrial engineering specialists and Continuous Improvement (CI) specialists. The Contractor shall provide graphics support, produce briefing slides, and metric charts. The Contractor shall provide capability to electronically archive and store historical documentation. The Contractor shall receive, log, store, track and deliver classified documents up to the SECRET level as required. (A019)(A027)

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3.9 FUNCTIONAL AND ADMINISTRATIVE SUPPORT

3.9.1 CLERICAL AND ADMINISTRATIVE SUPPORT

3.9.1.1 EARNED VALUE MANAGEMENT (EVM).

The Contractor shall provide and utilize an EVM and Reporting System for the efforts of this Task Order. The Contractor shall also monitor the progress of other tasks performed both by the Government and other contractors using EVM. (A006)

3.9.1.2 FINANCIAL DATA ANALYSIS.

The Contractor shall analyze financial data entered into various financial systems, which includes tracking financial data, constructing reports and metrics for production, along with improving existing report formats and the data collection process. The Contractor shall identify and analyze problems and assist in resolving problems. The Contractor shall also perform other duties supporting tasking such as planning, preparation, organizing and reporting. (A027)

4.0 GOVERNMENT FURNISHED ITEMS.

4.1. Government Furnished Information (GFI). The Government will provide all applicable technical documentation and information as specified in paragraph 2.0 and 3.0 of this SOW, which is deemed necessary by GXR personnel to make analyses and determinations to the Contractor as GFI. This includes technical manuals, training materials and information, drawings, specifications, procedures, processes, and quality system documents required for the performance of engineering and technical support. This GFI will be provided as required or at the request of the Contractor and identified in each specific TI.

4.2 Government Furnished Material (GFM). GFM will be provided when the Contractor has a requirement for special or specific Government material in the performance of specific tasking. GFM will be identified in each specific TI.

4.3 Government Furnished Equipment (GFE). The Government will provide existing office space, which may include desk, chair, computer, computer peripherals, copier and fax access, telephone and other NMCI approved IT hardware will be made available for contractor use on a non-interfering basis at NSWC Crane in Building 3168, or other designated Government offices for the accomplishment of the tasks set forth in this SOW and each TI. The Government will provide local telephone service for the Contractor when performing onsite. 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. The Contractor shall have the capability to interface and access all required web-collaborative tools, such iPDM and the PEO Ships IDE. Access for all employees supporting this task is required to access project workspaces and document archives that are germane to the performance of this task. The Contractor shall identify the number and type of NMCI seats required for their own use to support the requirements of the SOW. The Government estimates that five (5) Program Analysts will be located onsite at NSWC Crane. The Contractor shall negotiate and procure NMCI Level II seats directly from the NMCI vendor. Responsibility for administration of PEO IWS NMCI seats remains with the Government.

4.4 Government Furnished Facilities (GFF). The Government and Contractor will jointly determine facility

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requirements and locations for meetings and program reviews as well as suitable infrastructure to manage program requirements to support the scope of activities.

4.5 Return of Government Furnished Items. All GFI, GFE, and GFM provided to or acquired by the Contractor shall be returned to the Radar Technologies Division of the Global Deterrence and Defense Department, NSWC Crane, upon completion of assigned tasking.

5.0 DATA DELIVERABLES.

5.1 All data deliverables shall be made as specified and in Contractor format unless otherwise directed. All deliverables shall be submitted to shirley.n.armstrong.ctr@navy.mil via e-mail in Microsoft compatible format. If unable to submit electronically, data shall be provided by regular mail to Ms. Naydine Armstrong, address: 300 Hwy 361, Code GXL, Bldg. 3168, Crane, IN 47522, telephone: 812-854-8526.

5.2 Contractor shall prepare and submit a progress and status report monthly covering the calendar month with the report due by the 15th of each month. Contractor shall provide the Government, concurrent with the contractor's invoice, a detailed financial expenditures report. All labor, subcontract costs, travel, material, overtime, etc. should be clearly explained in sufficient detail to validate invoice/payment.

5.3 In Contractor format, provide progress and status reports on a monthly basis that addresses work accomplished; individual charges by name for man-hours for each person for each labor category; itemization of other direct costs; obligation and incurred cost performance monthly and cumulative, and any contract issues by the 20th day after each month. Monthly progress reports containing the aforementioned data should be addressed for each task and/or technical instruction if issued.

5.4 Below is a Contract Data Requirements List (CDRL) to be used for reporting status reports, which shall be submitted by the Contractor documenting activities accomplished to date. As a minimum, CDRL A007 shall contain a summary of activity during the past month, including a running summary of man-hours and expenditures, work performed status relative to work scheduled, and issues or concerns. All data and deliverables produced under this Order shall become the property of the Government.

CDRL: A001

DID Number DI-SESS-81003C

DID Title Commercial Drawings/Models and Associated Lists

SOW Para. Sec. 3

CDRL: A002

DID Number DI-MCCR-80700

DID Title Computer Software Product End Item

SOW Para. Sec. 3

CDRL: A003

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DID Number DI-SESS-81001C

DID Title Conceptual Design Drawings/Models

SOW Para. Sec. 3

CDRL: A004

DID Number DI-ADMN-81249A

DID Title Conference Agenda

SOW Para. Sec. 3

CDRL: A005

DID Number DI-ADMN-81250A

DID Title Conference Minutes

SOW Para. Sec. 3

CDRL: A006

DID Number DI-MGMT-81334B

DID Title Contract Work Breakdown Structure (CWBS)

SOW Para. Sec. 3

CDRL: A007

DID Number DI-MGMT-80227

DID Title Contractor's Progress, Status and Management Report

SOW Para. Sec. 3

CDRL: A008

DID Number DI-SESS-81002D

DID Title Developmental Design Drawings/Models and Associated Lists

SOW Para. Sec. 3

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CDRL: A009

DID Number DI-CMAN-80639C

DID Title Engineering Change Proposal (ECP)

SOW Para. Sec. 3

CDRL: A010

DID Number DI-DRPR-80651

DID Title Engineering Drawings

SOW Para. Sec. 3

CDRL: A011

DID Number DI-MGMT -80596

DID Title Government Furnished Information Deficiency Report

SOW Para. Sec. 3

CDRL: A012

DID Number DI-SESS-81520B

DID Title Instructional Media Design Package

SOW Para. Sec. 3

CDRL: A013

DID Number DI-IPSC-81436A

DID Title Interface Design Description

SOW Para. Sec. 3

CDRL: A014

DID Number DI-IPSC-81434A

DID Title Interface Requirement Specification (IRS)

SOW Para. Sec. 3

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CDRL: A015

DID Number DI-ILSS-80114

DID Title Logistics Support Analysis Record (LSAR) Data

SOW Para. Sec. 3

CDRL: A016

DID Number DI-ADMN-81373

DID Title Presentation Material

SOW Para. Sec. 3

CDRL: A017

DID Number DI-SESS-81000C

DID Title Product Drawings/Model and Associated Lists

SOW Para. Sec. 3

CDRL: A018

DID Number DI-ADMN-80925

DID Title Revisions to Existing Government Documents

SOW Para. Sec. 3

CDRL: A019

DID Number DI-MISC-80711A

DID Title Scientific and Technical Reported

SOW Para. Sec. 3

CDRL: A020

DID Number DI-IPSC-81427A

DID Title Software Development Plan (SDP)

SOW Para. Sec. 3

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CDRL: A021

DID Number DI-IPSC-81433A

DID Title Software Requirements Specifications (SRS)

SOW Para. Sec. 3

CDRL: A022

DID Number DI-IPSC-81438A

DID Title Software Test Plan (STP)

SOW Para. Sec. 3

CDRL: A023

DID Number DI-IPSC-81443A

DID Title Software Users Manual (SUM)

SOW Para. Sec. 3

CDRL: A024

DID Number DI-IPSC-81442A

DID Title Software Version Description (SVD)

SOW Para. Sec. 3

CDRL: A025

DID Number DI-MGMT-80269

DID Title Status of Government Furnished Equipment (GFE) Report

SOW Para. Sec. 3

CDRL: A026

DID Number DI-CMAN-80776

DID Title Technical Data Package

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SOW Para. Sec. 3

CDRL: A027

DID Number DI-MISC-80508A

DID Title Technical Report – Study/Services

SOW Para. Sec. 3

CDRL: A028

DID Number DI-NDTI-80566

DID Title Test Plan

SOW Para. Sec. 3

CDRL: A029

DID Number DI-NDTI-80603

DID Title Test Procedures

SOW Para. Sec. 3

CDRL: A030

DID Number DI-CMAN-80639C/T

DID Title Engineering Change Proposal

SOW Para. 3.4

CDRL: A031

DID Number DI-SESS-81732/T

DID Title Request for Waiver (RFW)

SOW Para. 3.4

CDRL: A032

DID Number DI-MGMT-81453A/T

DID Title Data Accession List (DAL)

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SOW Para. 3.4

CDRL: B011

DID Number DI-FNCL-80331

Title: TO Funding Notification Letter

6.0 SPECIAL CONDITIONS

6.1 Security Clearance Requirements

6.1.1 A Security Clearance: DD FORM 254 is required. A SECRET Clearance may be required to perform certain tasks of this SOW. The Contractor shall have access to Department of Defense classified drawings. However, the Contractor shall not input classified data into any personal computer either linked or not linked to a Government Defense network.

6.1.2 Security Requirements pertaining to “Facility” and Personnel” are as follows:

6.1.2.1 Facility

6.1.2.1.1 The Contractor shall provide capability to store up to SECRET information/material in secure container .

6.1.2.1.2 The Contractor shall be able to work with SECRET material (may be restricted room or area).

6.1.2.1.3 The Contractor shall be able to access the SIPRNet at their facilities in Huntsville, AL and Washington, DC to support secure communications with the vessel and other supporting activities.

6.1.2.2 Personnel

6.1.2.2.1 Contractor personnel shall be United States citizens.

6.1.2.2.2 All Contractor personnel shall possess SECRET security clearances.

6.1.3 The work performed under this TO may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with all DOD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officer of the activity issuing the TI under this Task Order. Specific security requirements applicable to the work to be performed under each TI will be identified in the individual TI. The contractor shall conform to the provisions of DOD 5220.22-M, and shall provide for obtaining SECRET security clearances for contractor employees requiring access to classified information and/or entry to controlled areas. Only those persons who have a “need-to-know” shall be given application for security clearances. Visit requests will be provided to the Crane Division Security Department on all employees requiring access to classified

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information.

6.2 Travel

The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. Trip duration will normally not exceed five working days plus the required transit time. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the contractor shall initiate requests for Need-to-Know Certification and submit these requests to the COR for appropriate action. The travel requirements listed below are expected but, not limited to the number of trips, quantities of people, or duration. Additional trips may be required and will be identified by TI as required. The following is projected travel requirements for the Contractor to perform assigned tasking to support the sensor systems effort.

<u># of Trips</u>	<u># of People</u>	<u>Origin</u>	<u>To</u>	<u>Duration</u>
12	2	NSWC Crane	Washington, DC	4 Days
12	2	NSWC Crane	Huntsville, AL	4 Days
4	2	NSWC Crane	Colorado Springs, CO	4 Days
4	2	NSWC Crane	Oahu, HI	15 Days
4	2	NSWC Crane	Adak, AK	5 Days
4	2	NSWC Crane	Boston, MA	5 Days
4	2	Washington, DC	NSWC Crane	4 Days
12	2	Washington, DC	Huntsville, AL	4 Days
2	1	Washington, DC	Oahu, HI	4 Days
10	2	Washington, DC	Adak, AK	21 Days
4	1	Washington, DC	Colorado Springs, CO	5 Days
4	1	Washington, DC	Boston, MA	4 Days
8	2	Huntsville, AL	NSWC Crane	4 Days
12	2	Huntsville, AL	Washington, DC	4 Days
12	2	Huntsville, AL	Adak, AK	21 Days
6	2	Huntsville, AL	Oahu, HI	15 Days
2	4	Huntsville, AL	Boston, MA	4 Days
2	4	Huntsville, AL	Colorado Springs, CO	4 Days

6.2.1 Travel Authorization

All travel undertaken by the contractor for performance of tasking must have prior authorization by the Contracting Officer or the Contracting Officer's Representative (COR).

6.3 Place of Performance

The Contractor shall provide personnel to perform services at Contractor's facility, Naval Surface Warfare Center, Crane, IN, or any other off-site locations required to complete mission goals, which may include Washington, D.C. Metropolitan area; Huntsville, AL, Pearl Harbor, HI, and Adak, AK. Contractor

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owned/leased facilities shall be within a one hour driving distance of NSWC Crane. The majority of the work effort will be performed at NSWC Crane with the exception of SBX work. SBX work may require support from on board the SBX-1, at various Forward Support Team locations to enable support of SBX deployments, the Navy SBX transition Office in Washington, DC, and at the Missile Defense Agency (MDA) in Huntsville, Alabama. Contractor personnel located at NSWC Crane may be required to periodically relocate as office areas are moved to conform to reorganizations within the Crane Division or continuous improvement process changes to improve efficiency.

6.4 Contracting Officer's Representative (COR)

The COR for this contract is: Denise “Yvette” Anderson, NSWC Crane, IN, Code GXLL; phone: 812-854-5176; and, email: denise.anderson@navy.mil

6.4.1 Requiring Technical Activity (RTA)

The RTA contact is: Greg Fedrick, NSWC Crane, IN, Code GXR; telephone: 812-854-4424; and, email: gregory.fedrick@navy.mil

6.4.2 Contracting Point of Contact (POC)

The POC is Jerry Dague, NSWC Crane, IN, Code 0561 SK; phone: 812-854-4771; and, email: jerry.dague@navy.mil

6.5 Incremental Funding

This task order will be funded incrementally as required. Each project will be identified by CLIN/SLIN.

6.6 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. The Government will provide Standard Operating Procedures (SOP) when applicable and identify hazardous conditions in the TI. The contractor must have on record a corporate safety plan and shall provide a copy to the COR 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 Occupational Safety and Health Requirements. The contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department as prescribed by OPNAVINST 5102.1.

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6.7 Period of Performance

The initial award will result in a two (2)-year basic Period of Performance. The award will include three (3) one-year award term periods. The total Period of Performance, including award term periods, is 5-years.

6.8 Control of Contractor Personnel

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the Contractor shall provide a list of employees that will be working on site. The Contractor employee list shall contain full names, security clearance levels, social security numbers, and job titles. This list shall be updated within forty-eight hours after changes occur.

6.9 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 Crane Division 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 Crane Division Security Department within forty-eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

6.10 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the COR and/or the Crane Division Security Department as prescribed by OPNAVINST 5102.1.

6.11 Smoking Regulations

Smoking on Crane Division, Crane, IN premises shall be in approved areas only in accordance with NAVFAC P-1021. Smoking in vehicles is prohibited.

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6.12 Hours of Operation

The following hours of operation shall apply to the contractor's on-site personnel and the contractor's liaison facility personnel:

6.12.1 Normal Hours on-site

The Government's hours of operation at NSWC Crane in Code GXR are between the hours of 6:00 a.m. to 5:00 p.m. Eastern Time (Daylight Saving Observed) Monday through Friday except Federal Holidays or pre-planned closed days. Hours before 6:00 a.m. or beyond 5:00 p.m., Monday through Friday are dependent upon availability of Government employees on-site. A 30-minute lunch break is allowed between the hours of 10:30-12:30. 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 TI.

6.12.2 Overtime

Overtime shall be performed as considered necessary by the contractor to meet the tasking and to the extent authorized by Chief of Contracting Officer. The definition of overtime is as follows: work in excess of forty hours per week or work performed on Saturday, Sunday, and holidays. Overtime shall be used only upon prior approval by the COR. Onboard personnel supporting SBX work 12 hour shifts. Contractor personnel providing support to the SBX both on board and at Forward Support Team locations may be required to work extended weeks up to 86 hours. In these instances, overtime or compensatory time may be worked without specific authorization by the COR. Contractors shall not work outside of these work hours unless prior authorization is approved by the Contracting Officer via the COR.

6.12.3 Closed Day

All closed days, when designated by the Commander or the United States Government, are associated with holidays or inclement weather. The contractor shall not be required to work on Crane Division, Crane, IN during designated closed days, except in the case of emergency.

6.12.4 Inclement Weather

When Crane Division, Crane, IN, is closed by the Commander because of inclement weather conditions (per current Inclement Weather Plan), notification of closing will be broadcast over local radio stations.

6.12.5 Holidays

There may be days each year when the Crane Division is closed by the Commander in conjunction with a holiday. These closed days are generally published at the beginning of each calendar year but can be

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announced on short-term notice.

6.13 Certification, Training, and Licensing Requirements

The contractor shall provide personnel with the correct certification, training, and licenses to perform the mission work safely and correctly. The following types of certification or training may be required to complete tasking. Each TI will identify the certification, training, and licensing requirements. Contractor employees shall obtain the necessary training/certifications required in the performance of their assigned tasks. The certification training specific to the Government may be funded/provided by the Government. This includes certifications such as Electrostatic Discharge, Soldering, Wire Bonding, Safety of Life At Sea (SOLAS), etc. Contractor shall successfully complete other Government specific training courses such as Government contracting, procurement, Government business/financial, funding, etc. Training considered to be employee development will not be provided/funded by the Government.

CPR Certification

AED Certification

Forklift Operator

Other

6.14 Safety

The Contractor shall ensure that all work shall be conducted in a safe manner and while on Center, the contractor shall abide by all federal, local, and state occupational safety and health requirements, security, and environmental regulations and be authorized use of NMCI equipment and IT services. If the Contractor fails to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The requirements of this order may require contractor personnel to come in contact with or be exposed to hazardous conditions. The Government shall provide Standard Operating Procedures when applicable. Contractor shall have on record a corporate safety plan and shall provide a copy to the COR when instructed. Contractor shall ensure all employees have appropriate Personal Protection Equipment. Contractor shall ensure employees have all required training and certifications related to the Occupational Safety and Health Requirements.

6.15 Release of Information

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

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access by any person or entity not authorized such access.

6.16 Privacy Act

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

6.17 Damage Reporting

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

6.18 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 Contracting Officer 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.

6.19 Quality Assurance

6.19.1 Deleted on Amendment 1.

6.19.2 The Contractor shall provide a QASP with submittal of proposal.

6.19.3 Initially, the Contractor shall be evaluated after the first six (6) months. Then, the Contractor shall be evaluated annually.

6.20 USE OF GOVERNMENT VEHICLES/MATERIAL HANDLING EQUIPMENT Contractor may be required to drive Government owned/leased vehicles and material handling equipment on-site at NSWC Crane and shore-side support locations in performance of their duties. Authorization to drive Government owned/leased vehicles and operate Government owned materials handling equipment, such as

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overhead cranes and forklifts, will be specifically authorized when applicable. All contractor personnel operating Government vehicles/handling equipment shall possess a valid state driver's license. Contractor shall report any accidents involving motor vehicles or any other Government equipment immediately to the cognizant Government manager and the Contracting Officer.

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SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

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

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

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

(1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) 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

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technical documents so as to be recognized readily by receipts.

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

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SECTION E INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services Cost-Reimbursement APR 1984

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	10/6/2009 - 10/5/2011
6000	10/6/2009 - 10/5/2011

The periods of performance for the Award Term Items are as follows:

4100	10/6/2011 - 10/5/2012
4200	10/6/2012 - 10/5/2013
4300	10/6/2013 - 10/5/2014
6100	10/6/2011 - 10/5/2012
6200	10/6/2012 - 10/5/2013
6300	10/6/2013 - 10/5/2014

Services to be performed hereunder will be provided at Contractor's facilities within 1 hour's drive of NSWC Crane, Crane,IN.

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SECTION G CONTRACT ADMINISTRATION DATA

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

Contracting Officer's Representative (COR)

(A) The COR is:

Denise Y Anderson, 8091
300 HIGHWAY 361, B-3168
CRANE, IN 47522
denise.anderson@navy.mil
812-854-5176

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order; or until the issue has been otherwise resolved.

SECURITY ADMINISTRATION (5806)

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

PURCHASING OFFICE REPRESENTATIVE:

Jerry Dague
CODE CXNM-SK, Bldg 64
NAVSURFWARCENDIV
300 Highway 361
Crane, IN 47522-5011
Telephone (812) 854-4771
e-mail: jerry.dague@navy.mil

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

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

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type. The cost voucher prepares the interim voucher. Back up documentation (such as timesheets, cost breakdowns, etc.) can be included and attached to the invoice in WAWF.

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

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

PAY DODAAC: HQ0338
WAWF Invoice Type: Cost Voucher
Issue by DODAAC: N00164
Admin DODAAC: S2101A
DCAA DODAAC: N/A
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 CLIN/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 of successful/unsuccessful submission screen will appear. This screen allows you to enter an additional e-mail notification address. You must click on the "Send More E-mail Notifications" link and add the e-mail address listed below for submittal of the acceptor:

Or e-mail the invoice to the following address:

Contracting Officer's Representative (COR)

Denise Y Anderson, 8091
300 HIGHWAY 361, B-3168
CRANE, IN 47522
denise.anderson@navy.mil
812-854-5176

Additional WAWF Information:

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

CONTRACT ADMINISTRATION DATA LANGUAGE (5802)

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

Address:

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

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

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

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

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

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, Email Address

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

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

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

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

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

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

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

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

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

- (1) assign additional work under the contract;

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- (2) direct a change as defined in the "CHANGES" clause of this contract;
- (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.

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

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

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

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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

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

As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232 22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the

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allotted amount(s) will cover are as follows:

See information in 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.

* To be completed at time of award and upon execution of each incremental funding modification. This information shall be on page 2 of the award document and each subsequent modification.

H81S TRAVEL COSTS AND RESPONSIBILITIES

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

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

H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

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

HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

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

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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 contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein. The total duration of this task order, including Award Terms, shall not exceed 60 months.

HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor (EG&G Technical Services Inc.) committed itself in Proposal dated 7 July 2009 in response to NSWC Crane Solicitation No. N00024-09-R-3370.

(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 contract. 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.

WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the

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designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefore shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December
- (10) New Years Day – January

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

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

AWARD TERM CLAUSE

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

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final

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decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The 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

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

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

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

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

3.0 RESPONSIBILITIES a. Term-Determining Official. The TDO approves the award-term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson. b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO. c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to

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this plan. An assessment of the contractor's performance will be done on a yearly basis. d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO. e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision. f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, while an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. It is important that the point system be tailored to the particular acquisition.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at least every six months. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 25 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points and the total cumulative points. Upon the accumulation of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

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

(End of Text)

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation

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

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

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)
52.234-3 Notice of Earned Value Management System - Post Award IBR
52.234-4 Earned Value Management
252.242-7002 Earned Value Management System

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

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES

RESTRICTING THE USE OF MANDATORY ARBITRATION

AGREEMENTS (DEVIATION) (FEB 2010)

(a) *Definitions.*

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

(b) The Contractor-

(1) Agrees not to-

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

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

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

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

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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.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A - DD254

Exhibit B - Wage Determination 05-2183 Rev 7

Exhibit C - CDRLs 1-32

Exhibit D - Award Term Plan Rating Chart

Exhibit E - CDRL B011 Funding Example visual chart3